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Notice.

A Digest of all the Cases reported in the "Solicitors' Journal and Weekly Reporter" during the legal year 1906-1907, *containing references to the Law Reports, will be commenced on August 24th.*

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Current Topics.

A Permanent Court of Arbitration.

THE AMERICAN proposal at The Hague Conference for the establishment of a permanent court of arbitration has received support from the leading Powers, and, if successful, it will be the most satisfactory outcome of the conference. Sir EDWARD FRY, on behalf of the British Government, has given it his warm support, and since Germany has taken the same course, and a similar proposal has concurrently been made by Russia, it should be possible to overcome any practical difficulties that may lie in the way. The proposal is that the judges should meet once a year at The Hague to dispose of the cases on the list, and the judicial salaries and expenses of the court would be met by annual contributions from the constituent States, so as to lessen the burden upon litigant States. Except under special circumstances a judge would not take part in a case in which his own nation was interested. There would doubtless at first be a difficulty in settling the system of law to be applied, but one of the advantages of such a court, sitting regularly and attracting an increasing amount of business, would be that a fixed system applicable in international matters would gradually be evolved. Another obvious advantage would be that the regular sitting of an international tribunal would tend more and more to throw discredit on resort to force.

The Criminal Appeal Bill in the House of Lords.

IN THE debate in the House of Lords on the second reading of the Criminal Appeal Bill, Lord HALSBURY took strong exception to the measure, though his opposition did not go the length of moving the rejection of the Bill. Notwithstanding the shortness of the remaining period of the session, there is a strong probability that it will become law, and that this important change

in criminal procedure, which has been before the public for so many years, will at length be accomplished. The objection that it will throw a great deal of additional work on the judges can hardly be regarded as serious. It is admittedly difficult, when a block occurs in the courts, to obtain from Parliament—or rather, we should say, from the administrative powers—the necessary relief in the creation of new judges; but the relief comes when a case is sufficiently made out, and there is no reason to doubt that it would be refused if the results of the present measure should call for it. We are, as the Lord Chancellor observed, not so impoverished that we cannot afford £15,000 or £20,000 for such a reform; which means, if taken literally, that, in addition to the new judge recently voted, three more will be required. The other objections put forward were that the responsibility of juries will be diminished when they know that their verdict is subject to appeal; and that the Court of Appeal will have to decide questions of fact on the lifeless record of the evidence instead of on the actual statements of the witnesses. At present, however, this is a work which is performed by the officials of the Home Office, and it seems fairly obvious that the task can be better performed by judges sitting in public and hearing in public the arguments for each side. As to the sense of responsibility of juries, the Lord Chancellor was doubtless right when he said that the knowledge of the possibility of an appeal would not affect their judgment. The experiment will be watched with great interest, but in all probability, when the change has once been made, it will be accepted as readily as was the admission of prisoners' evidence a few years back.

The London Police.

THE TESTIMONY of the Home Secretary and that of the leading metropolitan magistrates to the excellence of the London police, supported by the opinion of many foreign visitors to this country, may remind us that this force was only created in the last century; that it then aroused the strongest opposition and ridicule; that it was suggested that English liberty was to give place to military tyranny, and that, under the pretence of providing protection for the people, the Government aimed at the creation of a secret political inquisition. The reason for this dislike and distrust was probably founded on the antipathy of the English to any armed force which they feared might deprive them of their liberty. There is no doubt that a similar feeling has much to do with the imperfections of the American police. But a popular reaction in favour of the police quickly followed, and public opinion is more that ever disposed to accept the report of a committee of the House of Commons in 1834, that, "looking at the establishment as a whole, it appears to your committee that the metropolitan police has imposed no restraint, either upon public bodies or individuals, which is not entirely consistent with the fullest practical exercise of every civil privilege, and with the most unrestrained intercourse of private society."

The Prevalence of Credulity.

THE LEARNED judge who recently passed sentence on the woman employed as a "kennel maid" for obtaining large sums of money from two ladies by false pretences could only express his astonishment at the ease with which her frauds were carried out. "It is a puzzle to me (he said) how the kind of story you told could have imposed on anybody, but there are people foolish enough to be taken in by almost any false statement, and somehow you rightly gauged these ladies, and came to the conclusion that they were capable of parting with their money on the representations that you made." The prisoner, as the ladies whom she deceived knew quite well, was in the position of a menial servant. The story which she told them was that she was wealthy and had wealthy acquaintances, and that she had accepted her employment as a distraction from melancholy thoughts arising from the unhappy marriage which she had made. MR. PIERPONT MORGAN, the American millionaire, was, she said, her friend, and had invested her money to great advantage. She was about to place a very handsome sum in a syndicate which he had formed, and she offered her new friends, her victims, as a privilege, to allow them to join in this promising adventure. This extraordinary statement was accepted; thousands of pounds were placed in her hands, and, it is scarcely necessary to say, hopelessly lost. MR. TAYLOR, in his work on Evidence, makes some observations on the credulity of women, and many persons will think that the facts which we have narrated are the best possible evidence of this credulity. But credulity in either sex is by no means uncommon. Caution and deliberation are the result of knowledge and experience, and even the shrewdest persons have plunged wildly into speculations which their friends with less ability but more knowledge could only regard as the dreams of madmen.

Domicil in Divorce Proceedings.

THE FIRST CHAMBER of the Tribunal of the Seine has recently decided a question of some interest in proceedings for divorce. Madame MICHAUX, the wife of an official in the island of Guadaloupe, a French possession, having presented a petition to the court for divorce from her husband, a decree was made in her favour according to the terms of the petition. But the husband had at the same time presented a similar petition against his wife in the colonial court, and obtained a decree in his favour. Which of these two judgments was to prevail? The matter, according to French law, must depend upon the domicil of the husband, and it was strenuously argued on his behalf that his domicil was in Guadaloupe and that the local court had exclusive jurisdiction over the case. This argument was supported by a reference to clause 107 of the Code Napoleon, which enacts that the acceptance of office, bestowed for life, shall import an immediate removal of the functionary's domicil to the place where he is to exercise his office. The argument for the wife was that this clause referred only to French officials properly so called, and had no application to colonial functionaries whose office is in its nature temporary and revocable, and that in such cases the husband must be considered to be domiciled in the country in which is his permanent home, and this home must be taken to be the place where his wife ordinarily resides. The court, without disputing this proposition, came to the conclusion that—having regard to the fact that M. MICHAUX was born in the colony; that his children were there; and that it was only because of her health that his wife had taken up her residence in France—a domicil in Guadaloupe was established, and that the colonial decree must supersede that which had been obtained in France.

The Reissue of Debentures.

THE DECISION of the Court of Appeal in *London General Investment Trust* v. *Russian Petroleum and Liquid Fuel Co.* (*Times*, 1st inst.) appears to follow necessarily from the well-known decision in *Re Tasker & Sons* (*Limited*) (1905, 2 Ch. 587), and it shews that, under the existing law, a company cannot make its debentures a security for a further loan from the same lender when the original advance has been paid off. In the earlier case of *Re George Routledge & Sons* (1904, 2 Ch. 474) debentures issued by a company were, upon payment off, re-transferred to the company, and then re-issued, and it was held that in the hands of the new holders they were valueless. The payment of the first advance had discharged the debentures, and the charge created by them was at an end. In *Re Tasker & Sons* (*supra*) the debentures, which had been issued to cover a temporary advance, were, upon the advance being paid off, not re-transferred to the company, but transferred to new holders who made fresh advances to the company upon them. It was held that the fact that there had not been a retransfer to the company made no difference. The original advance had been paid off; thereupon the company could not have set up the debentures against other holders of the same series; and the new holders could not take advantage of securities which, when received by them, were already spent. In the present case also the debentures were issued for a temporary purpose, and at first an amount equal in face value to £100,000 was held as security for £150,000. This sum was reduced to £85,560, and when the company were about to pay off the balance, a further loan of £500 was made, simply to keep alive the charge on the debentures in favour of the lenders. Thereupon the £85,560 was paid off. It has been held, however, that

this strategy was ineffectual. The amount originally due on the debentures had been discharged and the debentures were spent; consequently they could not be used as security for the new advance of £500. It is possible that the same reasoning applies when the loan has been reduced, but not extinguished, and it is desired to obtain further advances, and, if so, it follows that debentures cannot be used as security for a floating balance. These decisions are technical and inconvenient, and it would be a great advantage if time could be found to pass Lord AVEBURY'S Companies (Debenture and Debenture Stock) Bill, which proposes to get rid of them. This has just been read a third time by the House of Lords and sent to the House of Commons.

The Meaning of the Word "Servant."

THE COURTS of law have usually had to consider the meaning of the term "servant" in actions for wrongful dismissal, where the question arises whether the person dismissed is within the correct definition of menial or domestic servant so as to be liable to be dismissed with a month's warning. There are, however, other cases where it is necessary to draw the line between a contractor or workman and a servant, and this had recently to be done in the Chancery Division on an application to WARRINGTON, J., by the liquidator of the Winter German Opera (Limited) for permission to give the claims of the singers for salary a preference over the demands of other creditors. The Preferential Payments in Bankruptcy Act, 1888, enacts (*inter alia*) that in the distribution of the assets of any company being wound up under the Companies Act, 1862, all wages or salary of any "clerk or servant" in respect of services rendered to the company during four months before the date of the commencement of the winding up, not exceeding £50, shall be paid in priority to other debts. It was argued for creditors other than the singers that the contracts were transitory engagements for a period of three weeks, that the remuneration paid to the artist was not "salary or wages" but a fixed sum for each representation, and that the singers were not subject to the control of the company; that the object of the Act was to prevent persons in a humble position in life from being suddenly deprived of their means of livelihood through a bankruptcy or winding up, and that the section did not include every person who had a claim for personal services; otherwise a distinguished singer like Madame PATTI would be held to be a servant within the meaning of the Act. The learned judge, after some argument as to whether the remuneration of a singer could be described as "salary or wages," held that, by reason of the nature of their employment, the singers were under the control of the company; that they were in receipt of wages; that they came within the meaning of the term "servant," and were entitled to the preference which they claimed. We have not seen any report of the case which gives a full description of the conditions under which the claimants were employed, but looking at the collocation of the words "clerk or servant," the decision appears to take a very wide view of the operation of the Act. Is the leader-writer of a newspaper who pays regular visits to the office "a clerk or servant" of the owner of the newspaper? The former rule in bankruptcy was that the whole time of the "clerk or servant" should be occupied in the master's service, and that there should have been some degree of permanency in the employment. The tendency of the later decisions is in favour of some relaxation of the former rule, but the present decision appears to take a step in advance of any one which has been reported.

The Reputed Ownership Clause.

THE COURT of Appeal (1907, 2 K. B. 180) have found it possible to reverse the decision of BIGHAM, J., in *Re Button* (1907, 1 K. B. 397), and to hold that an owner of goods in the possession of a bankrupt who is deprived of his property by the operation of the reputed ownership clause, can prove in the bankruptcy for the value of the goods. Before BIGHAM, J., the claim of the owner was put upon two grounds—first, that the bankrupt, who had filed his own petition, had wrongfully terminated a contract of bailment, and so had given to the owner of the goods a right to prove for damages, and, secondly, that the owner's proof was within the principle that an owner whose goods are taken for another's debt is entitled to a remedy against the debtor for an indemnity. BIGHAM, J., rejected both contentions, and as to the first the Court of Appeal agreed with him. A debtor who presents his own petition does nothing wrongful, and no claim to damages can arise out of this step. But as to the second they accepted the analogy of the cases decided on the law of distress. In *Exall* v. *Partridge* (8 T. R. 308) an owner of goods whose goods had been taken in distress was held to be entitled to be indemnified by the lessee, and a similar decision was given in *Edmunds* v. *Wallingford* (14 Q. B. D. 811). As a general rule, it was there said, where a person's goods are lawfully seized for another's debt, the owner of the goods is entitled to redeem them and to be reimbursed by the debtor against the money paid to redeem them, and in the event of the goods being sold to satisfy the debt, the owner is entitled to recover the value of them from the debtor. The Court of Appeal thought this sufficiently in point to give the owner of goods taken by the trustee in bankruptcy under the reputed ownership clause a right to prove for them, unless such right must be deemed to be excluded by the fact that the goods were in the possession of the bankrupt with the owner's consent. It is a little difficult to see why the statute should deprive the owner of the goods and give him at the same time a right of proof. The reason of the order and disposition clause is that the owner has, by consent to the debtor's possession, enabled him to obtain credit on the faith of his reputed ownership. The goods are therefore awarded to the creditors, and among these the owner himself can hardly be reckoned. However, the Court of Appeal took a merciful view as to the effect of the owner's consent, and considered that the severity of the doctrine of reputed ownership might be mitigated by allowing the owner to prove for the damage he had sustained by the loss of his goods.

Place of Payment of Money Due Under Separation Order.

A WOMAN who had obtained a separation order against her husband under the Summary Jurisdiction (Married Women) Act, 1895, containing a provision that he should pay her personally a weekly sum of money, complained this week to a police magistrate of the hardship which she had sustained owing to the conduct of her husband with regard to the payment of the money. He had sent the money regularly in the shape of postal orders, but by making them payable at distant offices he compelled her to travel over a great part of London and put her to unnecessary expense in collecting the money. The Act, in the case of a provision for the wife, requires that the husband shall pay it to the wife personally or for her use to any officer of the court or third person on her behalf. Under the general law the debtor's duty is to tender payment to the creditor or his agent as soon as the money is due, and the debtor has no right whatever to select the place of payment. The conduct of the husband was in these circumstances illegal and vexatious, and we are not surprised that the magistrate directed the officer of the court to inform him that unless he acted in a more reasonable manner his postal orders would be returned, and he would be liable to be arrested under a warrant.

The Public Authorities Protection Act, 1893.

I.

Introduction.—Before 1893 there were a great number of statutes, both public general statutes and local statutes, which gave special privileges as regards to litigation to persons who were sued for alleged wrongs committed in the apparent exercise of statutory powers or of certain public offices. These privileges touched the following points: (1) Notice of action was required; (2) the defendant might tender amends which, if sufficient, would be a bar to the action; (3) a short period of limitation was imposed, usually three or six months, though for local statutes a uniform period of two years had been introduced; (4) a local venue was prescribed; (5) the defendant was not bound to plead the statute specially, but might set up the statutory defence under a plea of the general issue; and (6), if successful,

he was sometimes entitled to solicitor and client costs. The object of the Act of 1893 was to abolish certain of these requirements, and as to others to introduce uniformity. Thus notice of action, local venue, and the plea of the general issue were, speaking generally, abolished altogether, and uniform rules were laid down as to limitation of actions, tender of amends, and costs. When the Bill was before Parliament it was treated as a consolidating Bill, and any changes which it made were said to be simply in the direction of producing uniformity among the various statutes. This, however, was hardly a correct statement. The cases which have been decided on the Act seem to show that it has very considerably enlarged the scope of the previous statutes, and its generality, especially in the matter of solicitor and client costs, has required to be checked by judicial interpretation. The most noteworthy feature is its extension to the various modern forms of municipal activity, and in regard to tramway, electrical, and other undertakings local authorities enjoy privileges to which, it would seem, they would not have been entitled under the previous law. The very numerous cases which have been decided on the Act, and its great practical importance, make it worth while to attempt a review of the whole matter. And, inasmuch as most of the decisions upon the earlier statutes continue to be relevant authorities upon the Act of 1893, these require to be considered. The most convenient course will be to state first the nature of the previous legislation as interpreted by the courts.

I.—Statutes prior to 1893.

Previous legislation.—The extent of the previous legislation is shown by the schedule to the Public Authorities Protection Act, 1893, which enumerates 108 statutes and purports specifically to repeal the portions of them dealing with the matters in question. And the list does not pretend to be exhaustive, the repeal being carried further by the general words in section 2. Sometimes—as in the case of the Justices Protection Act, 1848—the statutory protection was conferred upon specified officials. More often it was general, and was available for any person who purported to act under the statutory authority. Naturally, the most important matter in deciding whether the statutory protection applied was the determination of the question whether the act complained of was done in pursuance of a statute or in the execution of an office.

Acts done in pursuance of a statute or in the execution of an office.—Originally it was considered sufficient to frame the statute so as to cover simply acts done *in execution of the office*—Justices Protection Act, 1848, replacing 24 Geo. 2, c. 44—or *in pursuance of* the Act—Game Act, 1831; Larceny Act, 1861—or *in pursuance of or under the authority of* the Act—Highway Act, 1835; Cruelty to Animals Act, 1849. Then the phrase was widened by reference to the *intended execution* of the Act (Habitual Drunkards Act, 1879). The Metropolitan Building Act, 1855, and the Metropolis Local Management Amendment Act, 1862, covered *anything done or intended to be done under the provisions of the Act.* Moreover, express reference came to be made to omissions, as in the Public Health Act, 1875, which related to *anything done or intended to be done or omitted to be done* under the provisions of the Act. A fuller form—"any act done in pursuance or execution or intended execution of this Act, or in respect of any alleged negligence or default in the execution thereof"—was introduced into the Army Act, 1881, and this form, generalised by the insertion of the words "of any Act of Parliament or of any public duty or authority," is used in the Public Authorities Protection Act, 1893.

But the successive alterations, although useful as declaring more precisely the intention of the Legislature, do not seem to have really added anything to the short expression "anything done in pursuance of this Act." It was necessarily recognized that the statutory protection did not demand an actual compliance with the statute. "The statute," it was said in *Parton* v. *Williams* (1820, 3 B. & A. 330), "is intended for the benefit of persons who intend to act right, but by mistake act wrong." "The protection," said Pollock, C.B., in *Hughes* v. *Buckland* (1846, 15 M. & W. 346), "is required by him who acts illegally, but under the belief that he is right." And Maule, J., expressed the point graphically enough in *Reid* v. *Coker* (1853, 13 C. B. 850): "It has frequently been held that a party is within the protection of a provision of that sort though he has not acted in exact execution of the Act. . . . A man is properly said to pursue a thing though he may not succeed in catching it; so a man may be acting in pursuance of an Act of Parliament though his endeavours may be unsuccessful." In *Oakley* v. *Kensington Canal Co.* (1833, 5 B. & Ad. 138) Parke, J., said that the words "in pursuance or in execution" of an Act "apply to all cases where the parties are intending to act upon the powers given by the statute, and not merely using it as a cloak for their own private purposes." And in *Waterhouse* v. *Keen* (1825, 4 B. & C. 200), "in pursuance" was said to imply that the thing was done by the defendant acting *colore officii.* Hence it was immaterial whether a statute referred to acts done *in pursuance* only, or also in *intended pursuance* of its provisions. And although it was at first doubted whether the statutes extended to omissions (*Umphelby* v. *M'Lean*, 1817, 1 B. & A. 42), yet it was ultimately settled that the statutory protection in regard to things done or intended to be done under an Act of Parliament applied to the "omission to do something which ought to be done in order to the complete performance of a duty imposed upon a public body under an Act of Parliament, or the continuing to leave any such duty unperformed": *Wilson* v. *Mayor of Halifax* (1868, L. R. 3 Ex. 114, per Kelly, C.B., at p. 119), *Jolliffe* v. *Wallasey Local Board* (1873, L. R. 9 C. P. 62). Thus the full form of words finally adopted to cover acts or defaults in the intended execution of a statute had apparently the same effect as when the protection was simply given in respect of acts done in pursuance of a statute.

The books, accordingly, afford numerous instances of protection being given where the act complained of was not justified by the statute; as in *Gaby* v. *Wilts and Berks Canal Co.* (1815, 3 M. & S. 580), where the company, professing to act under a local Act, took water from a source which was in fact prohibited; in *Pratt* v. *Hillman* (1825, 4 B. & C. 269), where a trespass was committed in the course of raising a party wall to comply with a Building Act; in *Smith* v. *Shaw* (1829, 10 B. & C. 277), where a dockmaster gave directions as to the berthing of a ship in excess of the powers conferred by the dock company's Act; and in *Wheatcroft* v. *Matlock Local Board* (1885, 52 L. T. 356), where the defendants improperly covered in a watercourse for the purpose of turning it into a sewer under sections 18 and 19 of the Public Health Act, 1875. But it was necessary that the act or negligence complained of should have been directly connected with the statutory power or duty. The protection was refused where a local authority had detained the goods of the plaintiff in respect of a debt alleged to be due from him: *Affleck* v. *Mayor of Keighley* (1886, 2 T. L. R. 864). Where a local authority under their statutory powers supplied water-carts for watering the streets and a person was injured through a defect in a water-cart, they were entitled to protection in an action brought by him (*Edwards* v. *Vestry of St. Mary, Islington*, 1889, 22 Q. B. D. 338); but a contractor under the local authority was not protected in respect of the negligence of his servant in a matter merely collateral to the performance of the statutory duty: *Whatman* v. *Pearson* (1868, L. R. 3 C. P. 422). Upon a narrow construction of the Justices Protection Act, 1848, it was decided by the Court of Appeal in *Royal Aquarium Society* v. *Parkinson* (1892, 1 Q. B. 431) that a slander spoken in the course of public duty was not a thing done within the meaning of the Act, though the contrary had been held in Ireland: *Murray* v. *M'Swiney* (1876, Ir. R. 9 C. L. 545). Moreover, under the early railway Acts, which contained a section conferring protection in respect of things done under them, this was held not to apply to their liability as carriers, whether of goods (*Palmer* v. *Grand Junction Railway Co.*, 1839, 4 M. & W. 749) or of passengers: *Carpue* v. *London and Brighton Railway Co.* (1844, 5 Q. B. 747). The Act, said Parke, B., in the former case, did not compel the company to be common carriers, it only enabled them to be so, so far as they should think fit; and when they had elected to become so, they

were liable in that character in the same way as other common carriers were.

The test for ascertaining whether the defendant was entitled to statutory protection; bonâ fide *belief in statutory power first suggested.*—It being admitted that the statutory protection covered acts not done strictly in pursuance of the statute, the question arose how far was this latitude to be extended. In an early case it was said to be sufficient that the defendant was acting under colour of the statute and believed himself to be exercising the powers conferred by it, although by virtue of the statute he might not be justified in what he did: *Graves* v. *Arnold* (1812, 3 Camp. 242, per Sir JAMES MANSFIELD, C.J.). Lord ELLENBOROUGH, C.J., introduced the test of good faith in the *dictum* in *Theobald* v. *Crichmore* (1818, 1 B. & A. 227), that "the object was clearly to protect persons acting illegally, but in supposed pursuance, and with a *bonâ fide* intention of discharging their duty, under the Act of Parliament." But it was felt that mere intention to exercise statutory authority allowed of too much laxity. "It is not," said PATTESON, J., in *Cann* v. *Clipperton* (1839, 10 A. & E. 582), "because a man chooses to think himself acting under a statute, that he can by such mere fancy of his own protect himself in an action"; and WILLIAMS, J., in the same case: "It would be wild work if a party might give himself protection by merely saying that he believed himself acting in pursuance of a statute; for no one can say what may possibly come into an individual's mind on such a subject. Still, protecting clauses, like that before us, would be useless if it were necessary that the person claiming their benefit should have acted quite rightly. The case to which they refer must lie between a mere foolish imagination and a perfect observance of the statute."

Reasonable ground for belief also required.—But there was great difficulty in settling where this line was to be drawn, and all through the middle of the last century the common law courts were struggling with the question, how to protect a *bonâ fide* intention to exercise statutory powers whilst not at the same time allowing the statute to be a cover for mere caprice. Sometimes the idea of *Graves* v. *Arnold* (*suprà*) was repeated, and a defendant was said to be protected if he had fair colour for supposing himself to be warranted by the Act of Parliament in doing the act complained of: *Beechy* v. *Sides* (1829, 9 B. & C. 806). But it was against the looseness of this view that *Cann* v. *Clipperton* (*suprà*) was mainly directed, and it was there insisted that the defendant could not shelter himself behind his *bonâ fide* belief in statutory authority unless the belief was also founded on some reasonable ground. "I am unwilling," said Lord DENMAN, C.J., "to say that, if a party acts *bonâ fide* as in execution of a statute, he is justified at all events, merely because he thinks he is doing what the statute authorizes, if he has not some ground in reason to connect his own act with the statutory provision."

(*To be continued.*)

CASES OF THE WEEK.

Before the Vacation Judge.

HARPER AND OTHERS *v.* **McINTYRE.** 7th August.

RECEIVER—BOOK DEBTS ALREADY COLLECTED AND EXPENDED.

Motion for a receiver. The applicants were a firm of solicitors, and had acted as solicitors for the defendant. On the 9th of November, 1906, the defendant wrote to the plaintiffs as follows: "In consideration of professional services already rendered and to be rendered by you to me I agree to and do hereby charge in your favour the debts due and owing to me from the persons named in the schedule hereto with the payment of all costs due or to become due from me to you or either of you, and I further agree when called upon to execute a formal assignment of such debts together with a power of attorney to enable you to sue in my name to recover and get in the same." The defendant in his affidavit admitted that he had collected these debts, but said that he had since expended the money the proceeds thereof. It was contended on behalf of the plaintiffs that under section 25, sub-section 8, of the Judicature Act, 1873, which enacts that "a *mandamus* or an injunction may be granted, or a receiver appointed, by an interlocutory order of the court in all cases in which it shall appear to the court to be just or convenient that such order should be made," there was jurisdiction to make the order. The fact that the money had been expended was no answer. In *Middleton* v. *Chichester* (L. R. 6 Ch. 152) the court made an order of attachment against a trustee who had made default in payment of a sum of money ordered by the court to be paid, although he had spent the money before the order and was unable to pay. It was contended that the same principle applied in this case, for the defendant was a trustee. It was contended for the defendant that he was a mortgagor, and could not be a trustee for his mortgagee, and that no receiver could be appointed, inasmuch as there was nothing to receive.

PICKFORD, J., said that he could not see his way to make the order, because, the book debts having been received and the proceeds expended, there would be nothing for a receiver to receive.—Counsel, *G. C. Rankin; M. M. Macnaghten.* Solicitors, *Harper, Buttock, & Goode; A. W. Mills.*

[Reported by W. L. L. BELL, Barrister-at-Law.]

CASES OF LAST SITTINGS.

House of Lords.

BOARD OF TRADE *v.* **BAXTER AND ANOTHER ("THE SCARSDALE").** 29th July.

ADMIRALTY—SEAMAN—WAGES—"END OF VOYAGE"—HOME PORT—AGREEMENT WITH CREW—ELECTION OF MASTER—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 113, 114 (1) (2), 115 (5).

A seaman signed an agreement at Cardiff for a voyage to end at such port in the United Kingdom or continent of Europe within home trading limits "as may be required by the master." The ship sailed with a cargo from Cardiff to Malta, and from Malta to the Black Sea, where she loaded a cargo for Southampton. On arrival at that port she there discharged the whole of her cargo. The seaman thereupon demanded his wages, on the ground that the voyage was at an end. The master refused, saying he intended to take the ship in ballast back to Cardiff.

Held, dismissing the appeal, that the voyage was not necessarily at an end when the ship discharged her cargo at Southampton, and therefore the master was entitled to exercise his option of determining what port should be the port of discharge under the terms of the agreement.

This was an appeal from an order of the Court of Appeal (Vaughan Williams, Stirling, and Fletcher Moulton, L.JJ.), reversing the decision of Bargrave Deane, J., in proceedings to recover wages as a seaman taken by the respondent Baxter before justices and referred by them to the Admiralty Division, pursuant to the Merchant Shipping Act, 1894. By an order of the Admiralty Division, made by consent of both parties, the Board of Trade were made a party to the proceedings. The case is reported 1906, 1 P. 103, 22 Times L. R. 255. *Cur. adv. vult.*

Lord LORBURN, C., in giving judgment, said Baxter claimed his discharge at Southampton when *The Scarsdale* arrived there from the Black Sea. He was engaged on the following terms: That he was to serve "on a voyage not exceeding one year's duration to any port or places within the limits of seventy-five degrees north latitude and sixty degrees south latitude commencing at Cardiff, proceeding thence to Malta, thereafter trading to ports in any rotation, and to end at such port in the United Kingdom or Continent of Europe (within home trading limits) as may be required by the master." The question was: What was the meaning of this agreement? It was an agreement for one voyage, not for two or more voyages, and it was an agreement for one year and no longer. If, therefore, any one voyage came to an end before the expiration of the year, the service was also ended. It was true that the master might choose at what port in the United Kingdom, or within home trading limits, the voyage was to end, but that did not mean that he could prevent a voyage from ending when in fact it had ended. It meant that he was the person who had to fix upon the port where the voyage was to end, but if he fixed upon a port where in fact the voyage did end, although he might not intend that the voyage should end there, the voyage was none the less ended at that port. Under the Merchant Shipping Act, 1894, a seaman might agree for a voyage no matter how long it might last in point of time, provided it was in fact one voyage. A seaman might also agree for two or more voyages (called a running agreement) provided that the service should in that case end within a short fixed period—namely, the 30th of June or the 31st of December next following, "or the first arrival of the ship at her port of destination in the United Kingdom after that date, or the discharge of cargo consequent on that arrival." Accordingly the nature of any authorized agreement hinged upon the meaning of the word "voyage," and yet the Act gave no definition of that word. There was an indication and no more. It must in each case be a question of fact what was a voyage, and in ascertaining what it was the court ought to regard the following considerations: the duration of the adventure in point of time, and its unity; its geographical limits and direction; whether new cargoes are shipped, or new charters made, or ports visited in orderly succession; and in particular whether there has been a sailing from and afterwards a return to the United Kingdom. Coming back to the United Kingdom in the case of a British ship was not quite the same thing as returning to another port. It was in the nature of a home-coming, and where followed by a complete discharge of cargo it did in a considerable degree denote the termination of a voyage. If, looking at what was done as a matter of business, the court perceived that there was a series of several adventures and not one adventure divided in several stages, then it was not one voyage, but two or more voyages, and the agreement must be a running agreement with its limitations of time attached. It was not lawful to escape the limitations attaching to a running agreement by calling something a

voyage which in point of fact was not a single voyage. Looking at the facts here there was ground for saying that the arrival at Southampton ended a voyage, and, if a voyage, then the voyage for which this man engaged, seeing that he engaged only for one. Probably the master had designated Cardiff as the end of the voyage in order that he might take his ship in ballast from Southampton to Cardiff, which was the port where the crew were engaged. Whether he did so or not was a question of fact upon which his lordship was not prepared to dissent from the decision of the Court of Appeal. He thought it was clear that the master could not, under these articles, have required the men to continue their services after arrival at Cardiff. He was of opinion that the opinion of the Court of Appeal should be affirmed, and he moved their lordships accordingly.

Lord JAMES OF HEREFORD, Lord ATKINSON, and Lord COLLINS gave judgments to the same effect. The appeal was therefore dismissed.—COUNSEL, *Sir William Robson*, K.C., S.G., and *Rowlatt*; *J. A. Hamilton*, K.C., and *Lewis Noad*. SOLICITORS, *The Solicitor to the Board of Trade*; *Botterell & Roche*.

[Reported by ERSKINE REID, Barrister-at-Law.]

MORGAN *v.* **FEAR.** 29th and 30th July.

LIGHT—PRESCRIPTION—DOMINANT AND SERVIENT TENEMENTS HELD UNDER COMMON LANDLORD—PRESCRIPTION ACT, 1832 (2 & 3 WILL. 4, c. 71), s. 3—IMPLIED GRANT—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 6—BUILDING SCHEME—PERPETUITY.

Where two adjoining tenements are held by different lessees under a common landlord, and one lessee has enjoyed the access and use of light in respect of his tenement for a period of twenty years without interruption, he acquires, under section 3 of the Prescription Act, 1832, an absolute and indefeasible right to light as against the other tenement, and this right enures in favour of that lessee's successors in title, not only as against the adjoining lessee, but as against the common landlord and all succeeding owners of the adjoining tenement.

Appeal from a decision of the Court of Appeal, affirming a judgment of Kekewich, J., in favour of the respondents, in an action in which the respondents, T. F. Fear and his wife, were plaintiffs and the appellant, Mrs. M. J. Morgan, was defendant. The proceedings below are reported 1906, 2 Ch. 406. The action was brought for an injunction and damages in respect of an obstruction to the plaintiffs' ancient lights, and the main general question of law argued was whether the right to light mentioned in section 3 of the Prescription Act, 1832, was an easement of the same nature as an easement by prescription at common law; and regard being had to the facts, the particular questions were (1) whether, when two adjoining tenements were held by different termors for the same term of years under a common landlord, an absolute and indefeasible right of light could be acquired under the section in respect of one tenement over the other; and, if so, (2) whether the right so acquired was only co-extensive with the said term, and would be extinguished on the surrender of the dominant tenement to the common landlord, or whether it also enured for the benefit of, and was binding on, the common landlord and would continue after such surrender. The plaintiffs were the occupiers of shop property known as 16, North-parade, Aberystwith, under a lease dated the 30th of June, 1900, for a term of twenty-one years. The defendant was the lessee of the adjoining house No. 18. In the back of the plaintiffs' premises were two windows which for more than twenty years had enjoyed access of light over the defendant's premises, uninterrupted except by a low wall. In 1903 the defendant raised this wall to a height of 16 feet, and thereby caused a substantial interference with the light previously enjoyed by the plaintiffs' premises. By a lease dated the 24th of November, 1825, both the plaintiffs' and the defendant's premises were (together with other premises) demised by the corporation of Aberystwith to Mary Davis for a term of ninety-nine years. In 1827 the plaintiffs' premises were severed from the defendant's premises, and eventually No. 16 became vested in one Watkins and No. 18 in one Davis for the residue of the term. In 1900 Watkins surrendered his interest in No. 16 to the corporation, and obtained from them a new lease for a term of seventy-five years. This lease he assigned to the plaintiffs' lessors. In March, 1903, Davis assigned No. 18 to the defendant, who shortly afterwards surrendered the premises to the corporation, and obtained from them a new lease thereof, also for a term of seventy-five years. The renewal of the lease of the defendant's premises was granted upon the terms of her making certain structural alterations which caused the obstruction of light complained of in this action. The obstruction was admitted, and subject, to the determination by the court of the questions raised by the defence, it was arranged that the case should be sent to an official referee to inquire as to the damages, the plaintiffs not insisting upon their claim for an injunction. Kekewich, J., held that, notwithstanding the surrender, dated the 30th of April, 1900, and the grant of the new lease to the defendant, the plaintiffs were entitled to an absolute and indefeasible right to the access and use of light to and for the windows in No. 18, and gave judgment for the plaintiffs with costs of the action, and directed the damages to be referred. The Court of Appeal affirmed that decision, considering themselves bound, notwithstanding the decision of this House in *Colls* v. *Home and Colonial Stores (Limited)* (1904, A. C. 179) and the judgment of Lord Lindley (then Lindley, L.J.) in *Wheaton* v. *Maple* (1893, 3 Ch. 48), by the decision in *Frewen* v. *Phillips* (11 C. B. N. S., p. 449) and *Mitchell* v. *Cantrell* (L. R. 37 Ch. D. 56) to hold that when two adjoining tenements were held by different termors for the same term of years under a common landlord, a right to light could be acquired under section 3 of the Act of 1832, not only between the two termors, but also as against the common landlord; and Kekewich, J., held on the evidence of the witnesses called at the trial, and the Lords Justices agreed, that there was nothing in the circumstances existing at the date of the lease of the 1st of May, 1900, which precluded Watkins, or those claiming under him, from setting up their title under this section. The defendant appealed to their lordships' House, and it was submitted that the decisions in *Frewen* v. *Phillips* and *Mitchell* v. *Cantrell* were erroneous and ought to be overruled, or alternatively that they did not govern this case because those cases only decided that a right of light can be acquired under section 3 of the Act of 1832 as between two termors. Without calling on the respondents,

Lord LOREBURN, C., moved that the appeal should be dismissed with costs, expressing his entire concurrence in the judgment of the Court of Appeal, which, in his opinion, should be affirmed.

Lords MACNAGHTEN, JAMES OF HEREFORD, ROBERTSON, ATKINSON, and COLLINS concurred. Appeal dismissed accordingly.—COUNSEL, *Warmington*, K.C., and *L. F. Potts*; *P. O. Lawrence*, K.C., and *Durham*. SOLICITORS, *Philpot & Marrell*, for *A. J. Hughes*, Aberystwith; *Watkins & Pulleyn*, for *Hugh Hughes*, Aberystwith.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

TAYLEUR *v.* **DOLTER ELECTRIC TRACTION (LIM.).** Joyce, J. 6th, 13th, and 17th July.

LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 VICT. c. 18), s. 63—COMPENSATION FOR INJURIOUSLY AFFECTING LANDS—LAND TAKEN BY TRAMWAY COMPANY TO WIDEN A STREET, BUT NOT USED AS A TRAMWAY—DEPRECIATION IN VALUE OF THE PROPERTY SEVERED AND NOT TAKEN.

A tramway company, under the powers of a private Act, which incorporated the Lands Clauses Consolidation Act, 1845, and the Tramways Act, 1870 (33 & 34 Vict. c. 70), took a strip of land from the land owned by an adjoining owner for the purposes of widening the street, without any intention to run tramways over the part taken. Injury was caused to the part not taken both by the widening of the street and the tramway.

Held, that the adjoining owner was entitled to compensation under the Lands Clauses Consolidation Act, 1845, s. 63.

The King *v.* Mountford (1906, 2 *K. B.* 814) *and* Horton *v.* Colwyn Bay (1907, 1 *K. B.* 14) *distinguished.*

The plaintiffs are the owners of a freehold residence and pleasure grounds abutting and fronting on Babbacombe and Fore-street, Torquay. In the course of 1906 the defendants, acting under their powers under the Torquay Tramways Act, 1904, served upon the plaintiffs a notice to treat for the purchase of a strip of the plaintiffs' land along the two roads referred to for the purpose of widening the roads, as they were authorized to do under the Act. The strip of land in question was not required for the tramway lines, and the tramways were not intended to pass over any part of it. An agreement was made on the 20th of October, 1906, between the plaintiffs and the defendants, by which, after reciting that the parties had been unable to agree whether the plaintiffs were entitled to claim compensation for the injuriously affecting of the plaintiffs' adjoining premises, the consideration for the purchase by the defendants of the strip of land was agreed, and the compensation (if any) payable for injuriously affecting the plaintiffs' other adjoining lands was agreed at the sum of £320. The defendants entered into possession, and in the course of construction cut down a belt of trees and underwood which before the severance of the land had completely sheltered the house from the two roads. The plaintiffs now brought an action for a declaration that they were entitled to the said sum of £320.

JOYCE, J.—The Torquay Tramways Act, 1904, authorized the Dolter Electric Traction (Limited) to construct tramways along the streets of Torquay and to widen certain streets, and this Act incorporated the Lands Clauses Consolidation Act. Under a contract dated the 20th of October, 1906, part of the plaintiffs' land was taken for the purpose of the execution of these powers, and the power exercised was to widen the street though not in fact to construct the tramway on the land taken from Mr. Tayleur, and the question is whether under the Lands Clauses Consolidation Act, 1845, Mr. Tayleur may recover for the depreciation of the rest of his land, in which depreciation it is well settled that loss of privacy and increased noise and dust and so on by the working of the undertaking and the exercise of the powers of the Act, may be considered. In this contract an agreement was come to between the parties reciting that the parties were unable to agree whether the plaintiffs were entitled to compensation, but the amount of compensation, if due, was taken at £320. Now, I am not certain what was in the mind of the person making the agreement, but I suspect that this agreement was due to a suggestion that, because the tramway was not constructed over the part taken, the plaintiffs could not recover in respect of an injury affecting the plaintiffs' other lands by the construction. In support of the defendants' contention two cases were cited to me, *The King* v. *Mountford* (1906, 2 K. B. 814) and *Horton* v. *Colwyn Bay* (1907, 1 K. B. 14). Neither of these cases have anything to do with the present one. The question was whether the plaintiff there was entitled to receive compensation for a widening of a street by a tramway company not under the powers of the Act under which the land was taken, but in exercise of powers under another Act which, in the minds of the parties, was connected with the Act under which the land was taken and which did not provide for compensation. Bigham, J.'s, case was under the Public Health Act, 1875. The provisions, principle, and policy of that Act are totally different from the Lands Clauses Consolidation Act, 1845, and that case has nothing to do with the present one. Upon the evidence I find that the rest of Mr. Tayleur's land was injuriously affected within the meaning of section 63 of the Lands Clauses Consolidation Act, 1845, which provides that "in estimating the purchase-money or compensation to be paid by the promoters of the undertaking

in any of the cases aforesaid regard shall be had by the justices, arbitrators, or surveyors, as the case may be, not only to the value of the land to be purchased or taken by the promoters of the undertaking, but also to the damage, if any, to be sustained by the owner of the lands by reason of the severing of the lands taken from the other lands of such owner, or otherwise injuriously affecting such other lands by the exercise of the powers of this or the special Act or any Act incorporated therewith." The lands which were left were injuriously affected by the exercise of the powers of the special Act. And, further than that, I think they were injuriously affected, not only by the exercise of the power to construct the tramway, but also by the exercise of the power to widen the street. They were injuriously affected by both sets of powers given to the defendants. The agreement has provided for compensation and I hold the defendants liable to pay. I should like to add that I must not be taken to countenance the theory (it may be sound or it may be not) that nothing could have been got for injuriously affecting the rest of the land, unless the tramway has been actually made upon the piece of land taken. The plaintiffs are entitled to the £320.—Counsel, *Hughes*, K.C., and *George Wallace*; *Younger*, K.C., and *Austen-Cartmell*. Solicitors, *Hanbury, Whitting, & Co.*; *Deacon & Co.*

[Reported by A. S. Oppé, Barrister-at-Law.]

Re **BULAWAYO MARKET AND OFFICES CO. (LIM.).** Warrington, J. 23rd July.

Company—Director—Limited Company Sole Director—Companies Acts, 1862-1900.

A limited company incorporated under the Companies Acts, 1862-1900, may be appointed and may act as the director of another limited company.

Petition to wind up. The Bulawayo Market and Offices Co. (Limited) was incorporated on the 23rd of July, 1897, under the Companies Acts, 1862 to 1890, as a company limited by shares. The capital of the company was £135,000 divided into 135,000 shares of £1 each. The object for which the company was established was the exploitation of land in South Africa and to carry into effect an agreement made between the Rhodesia Exploration and Development Co. (Limited) and the Bulawayo Co., under which the Bulawayo Co. acquired certain land and buildings in Rhodesia. The articles of association were in the usual form and contained the usual provisions regarding the directors and duties of directors of the company. At an extraordinary general meeting of the company held on the 28th of January, 1907, a special resolution was passed, which, after providing for a reduction of the capital of the company, substituted for article 128 (dealing with the management of the company) the following: "128. Until otherwise determined by the company in general meeting there shall be no directors of the company, but the control of the company and the management of its business in Bulawayo and London shall be vested in a manager or managers, and such manager or managers may exercise all such powers of the company, and do on behalf of the company all such acts as may be exercised and done by the company, and as are not by statute or by these articles required to be exercised or done by the company in general meeting. Whenever under these articles the directors are required or authorized, or are given a discretion to do or not to do any act, then, as the case may be, the managers shall or shall not do or shall be empowered to do such act. 128a. The first managers of the company shall be the Rhodesia Exploration and Development Co. (Limited), who shall (until directors have been appointed) hold office so long as they shall be able and willing to act. A subsequent manager or managers shall be appointed by the company in general meeting. 128b. The managers may regulate and conduct their proceedings as such, in such manner as they may from time to time determine, and may delegate all or any of their powers, authorities, and discretion as managers to such persons and on such terms and conditions as they think fit, and may revoke or vary any such delegation, and any company who shall for the time being be managers of the company shall, until otherwise determined by the managers, be deemed to have delegated all the powers, authorities, and discretions vested in them by the regulations for the time being of the company to the directors for the time being of such managing company, who shall accordingly be deemed deputy managers of the company." 128c provided for the remuneration of the managers. "128d. Until directors of the company shall be appointed the seal of the company shall not be affixed to any instrument except by the authority of a resolution of the managers and in the presence of at least two deputy managers or a deputy manager and the secretary, and the deputy managers or the deputy manager and the secretary, as the case may be, shall sign every instrument to which the seal shall be so affixed in their presence." This resolution was confirmed at an extraordinary general meeting of the company on the 25th of February, 1907. Mr. Alfred Mosely, a shareholder, thereupon presented a petition for the compulsory winding up of the company on the ground that the resolution removed the substratum of the company so far as management by directors and the liabilities and responsibilities of directors were concerned, and deprived the shareholders of the rights and protection given to them by statute. No shareholder other than Alfred Mosely supported the petition, which was opposed by 496 shareholders. For the petitioner it was argued that to substitute a company with limited liability for individual directors with unlimited liability was contrary to the spirit of the Companies Acts, and therefore *ultrà vires* the company. The criminal provisions of the Companies Acts regarding directors would be rendered futile as a limited company could not be sentenced to a term of imprisonment, and could, therefore, evade all the provisions of the Companies Acts with impunity. Counsel for the company were not called upon.

Warrington, J., in giving judgment, said: This is a petition presented by a shareholder holding five fully-paid shares of £1 each which have recently been reduced to five fully-paid shares of five shillings each, alleging that it is just and equitable that the company be wound up owing to the special resolution which has recently been passed. [His lordship then stated the facts and read the special resolution, and continued:] The ground on which the petition is presented is that the resolution is *ultrà vires* the company, and that, having regard to this company, it was just and equitable that it should be wound up, because a majority had by the resolution taken away the rights and protection given by the Companies Acts to shareholders from the minority. As to the first point, there is nothing whatever to support it. The Companies Act of 1862 gives certain provisions for the protection of shareholders, but there is nothing in that Act or the subsequent Acts to make it incumbent on a company either to have directors at all or to have individual persons as directors. Section 67 of the Act of 1862 seems to contemplate a company having no directors. Although the subsequent Acts, no doubt, contemplate individual persons being directors, there is nothing which indicates any enactment to the contrary, and therefore there is nothing *ultrà vires* in the fact of a company having another company as director. As to the second point, that it is just and equitable to wind up the company because of the injustice of the resolution in seeking to remove the protection which individual directors give to shareholders, the answer is that a person who takes shares in a limited company takes such shares with the possibility of the regulations of the company being altered by special resolution, as regulated by the Act of 1862. It seems to me, therefore, that there is nothing in either of these two arguments affording any ground for a winding-up order, and the petition must be dismissed with costs.—Counsel, *Hughes*, K.C., and *H. Greenwood*; *Jenkins*, K.C., and *Holmes*; *Warwick H. Draper*. Solicitors, *Hyman, Isaacs, & Lewis*; *Ingle, Holmes, Sons, & Pott*; *Pritchard & Sons*.

[Reported by Leonard T. Ford, Barrister-at-Law.]

High Court—King's Bench

ASSICURAZIONI GENERALI DE TRIESTE *v.* EMPRESS ASSURANCE CORPORATION (LIM.). Pickford, J. 17th July.

Marine Insurance—Payment of Loss by Insurer Due to Misrepresentation — Payment by Reinsurer to Insurer — Recovery of Damages—Subrogation—Diminution of Loss—Right of Reinsurer to Repayment.

Insurance effected on certain shipments of lumber, excepting shipments by a named firm. Owing to misrepresentation of some one in the insurance broker's office the insurers insured and paid a loss on certain of the excepted shipments. The reinsurers paid the insurers £1,354, the amount due to the latter in respect thereof. During investigations in respect to an action the insurers found out that the excepted shipments had been declared insured, and losses thereon settled. The insurers claimed and recovered damages in respect of the misrepresentation. The reinsurers claimed that, as that amount had been received in diminution of the loss by the insurers, the reinsurers were entitled to be repaid the amount they had paid the insurers.

Held, that the money was received by reason of the enforcement of a right which diminished the insurers' loss, and the reinsurers were entitled to recover, but that the insurers were entitled to deduct whatever were the reasonable expenses of recovering the sum.

Claim by reinsurers to recover a loss paid by them to insurers. The plaintiffs reinsured the defendants, to the extent of one-half of their interest up to £1,000 on certain shipments of lumber, under two policies of insurance, one for £635 in respect of a vessel called *The R.*, and the other for £1,000 in respect of the vessel *Z. G.* The defendants had given an open cover to B. & Co. under which the latter could declare interests by a number of vessels, but were not at liberty to declare interests by vessels belonging to M. T. & Co. The two vessels *The R.* and *The Z. G.* or the shipments by them belonged to M. T. & Co., and were put forward by B. & Co. and accepted by the defendants in ignorance that they were M. T. & Co.'s, and losses having occurred, the defendants settled, still without that knowledge. The defendants were paid by the plaintiffs in respect thereof under the policies £1,354 4s. 10d. In February, 1901, the defendants brought an action against B. & Co. claiming relief on various grounds, and at that time nothing was known as to any claim in respect of losses paid on the two said vessels. During the course of discovery and investigation in that action the facts about the two vessels came to light. In January, 1904, the defendants' claim was amended by claiming damages by reason of the defendants having been induced to pay losses on the two vessels, and another vessel, *The C.*, by fraudulent representations of B. & Co. or someone in their employment, as well as other relief previously claimed. In that action the defendants obtained judgment in respect of *The R.* and *The Z. G.* and failed in respect of *The C.* and in respect of all the other relief claimed, the amount of the loss being the measure of damages recovered. The defendants obtained the costs of the action in respect to this relief, and B. & Co. the costs of the issues on which they succeeded, which far exceeded the costs payable to the defendants. By a subsequent settlement between the defendants and B. & Co., the defendants must be taken to have received the costs on taxation between party and party in respect to their claim against B. & Co. The defendants' solicitors' bill for costs in the action as between solicitor and client was settled for £14,000. The plaintiffs claimed to be repaid the sum paid by them to the defendants upon the reinsurance of shipments on the vessels *The R.* and *The Z. G.* The defendants resisted the claim on two grounds: (1) That the moneys so

received from B. & Co. were not received to the use of the plaintiffs, and that there was no right of subrogation of which the plaintiffs could avail themselves, and (2) that if liable at all they were only liable for such an amount as remained after deducting the costs of recovering that sum, and they claimed that as the action against B. & Co. was the means of recovering this sum, and the facts upon which they succeeded in doing so were only discovered by means of discovery and investigation in that action, they were entitled to deduct the whole or the greater part of the costs which they had to pay to their solicitors in respect of it. If the defendants were right in this contention there would be no balance left to which the plaintiffs would be entitled. It was contended for the plaintiffs that as the money was obtained by enforcing a right which diminished the defendants' loss it was received to the use of the plaintiffs as reinsurers, and that the judgments of Brett, L.J., and Bowen, L.J., in *Castellain* v. *Preston* (11 Q. B. D. 380, at pp. 388 and 403) were applicable. The defendants had received the amount of costs payable to the defendants between party and party, and as that amount represented the costs properly incurred by the defendants in respect of the action they could not deduct any further costs from the amount of the damages recovered. It was contended for the defendants that the judgments of Brett, L.J., and Bowen, L.J. (*supra*), were merely *dicta* and were not applicable as the money was received in respect of a personal tort committed by a person other than the original assured and was not received in diminution of their loss. The case was analogous to that of an action for libel published incidentally in and arising out of the insurance transactions. The defendants were entitled to bring into account the costs they had had to pay their solicitors, or at any rate such costs as were incurred in ascertaining the facts upon which the damages were recovered. *Hatch, Mansfield, & Co.* v. *Weingott* (22 T. L. Rep. 366) was cited. The plaintiffs were only entitled to the net salvage.

Walton, J., in giving judgment, said that the passages cited in *Castellain* v. *Preston* (*supra*) were statements of the principle on which the judgments proceeded. Those statements covered the present case. The money was received in diminution of the loss. The case of libel as suggested was not analogous. The money was received by reason of the enforcement of a right which diminished the defendants' loss, and was within the judgments of Brett, L.J., and Bowen, L.J., and the reinsurers were entitled to that advantage. As regarded the question of costs, the case of *Hatch, Mansfield, & Co.* v. *Weingott* (*supra*) was in point, and the plaintiffs' contention wrong. The defendants were entitled to deduct whatever were the reasonable expenses of recovering the sum obtained from B. & Co.—whatever might, on investigation of the circumstances of that action, be found to be properly attributable to the recovery of this money.—Counsel, *Scrutton*, K.C., and *Leek*; *J. A. Hamilton*, K.C., and *Maurice Hill*. Solicitors, *Ballantyne, McNair, & Clifford*; *Davidson & Morris*.

[Reported by W. Trevor Turton, Barrister-at-Law.]

ATTORNEY-GENERAL v. **DUKE OF RICHMOND.** Bray, J. 9th, 10th, and 30th July.

Revenue—Estate Duty—Incumbrances—Estate Charged by the Then Tenant for Life to the Full Value Thereof—Claim by Crown to Estate Duty—Finance Act, 1894.

A tenant for life of an entailed estate, which was by the entail tied up for a generation, petitioned the Scotch courts to approve a disentailing scheme under which he proposed to execute, in favour of certain persons who would be cut off if the disentailing deed were executed by him, bonds bearing interest and representing the full capital value of the estate. The petition was granted and the scheme carried through. At the death of the petitioner the estates passed to the defendant, from whom the Crown claimed estate duty on the full capital value.

Held, that the defendant's contention, that, as the estates by reason of the charges on them were of no value to him, and therefore no estate duty was payable by him, was right, and that he was entitled to judgment against the Crown with costs.

This was an information by the Attorney-General against the defendant, the Duke of Richmond, claiming estate duty on the Scotch estates he inherited from his father, the late duke, who died in September, 1903. The defendant alleged that by reason of incumbrances the estate on which this duty was charged was of no value, and therefore that no duty was payable.

Bray, J., in the course of a considered judgment, said an important and difficult question was raised in this case. In 1897, when the late duke was seventy-nine years of age, he presented a petition to the Court of Session asking the court to approve an instrument of disentail, and this petition was granted. The duke was thus enabled to disentail the estates in question. The interest of the defendant was valued at £415,000, and that of the defendant's son (now the Earl of March) at £287,000. Bonds were executed in their favour by the late duke for those amounts, and he subsequently gave them bonds for interest on these sums amounting in all to £88,348. The effect of the entail which had been executed was to tie up the estates for a generation. The information alleged that these bonds were not in respect of debts or incumbrances incurred or created by the late duke *bond fide* for full consideration in money or money's worth wholly for the benefit of the late duke, within the meaning of section 7, sub-section 1 (*a*), of the Finance Act, 1894. The defendant's answer to this was twofold: First, that the said sums were debts and incumbrances so incurred or created for full consideration in money or money's worth wholly for the use and benefit of the late duke; and secondly, that section 1 did not apply to this case, and that the estate which passed on the death of the late duke was an estate subject to these incumbrances. Having dealt with the statutes and authorities cited during the argument, the learned judge said he believed the duke's evidence, and so he came to the conclusion that the bonds were *bond fide* instruments—that was, real deeds intended to have a real operation, and creating real incumbrances—the late duke's motive in disentailing the estate and granting these bonds being merely to lessen the death duties. His judgment must therefore be for the duke, and the information would be dismissed with costs.—Counsel, *Sir John Walton*, A.G., *Sir Robert Finlay*, K.C., and *Vaughan Hawkins*; *Danckwerts*, K.C., *S. O. Buckmaster*, K.C., and *Austen Cartmell*. Solicitors, *Solicitor for Inland Revenue*; *Burch, Whitehead, & Davidson*.

[Reported by Erskine Reid, Barrister-at-Law.]

ATTORNEY-GENERAL v. **DUKE OF RICHMOND AND OTHERS.** Bray, J. 11th, 12th, and 30th July.

Revenue—Estate Duty—Entail—Reversion in Crown—Power to Disentail and Alienate—Fines and Recoveries Act (34 & 35 Hen. 8, c. 20), ss. 15, 18.

When a tenant for life of an estate which, although entailed, he could disentail, and therefore if he chose could alienate it, the Crown is entitled to claim estate duty in respect of that estate from him.

Held, that the conditions under which the Goodwood estates had been granted, and had descended to the defendant, did not preclude him from barring the entail, and therefore that estate duty was payable.

In this case the Crown claimed that estate duty became payable on the death of the late duke in 1903 upon the capital value of the Goodwood estates, on the ground that he was entitled to disentail the estates and accordingly to alienate them. The first defendant, the Duke of Richmond, supported the contention that he was entitled to bar the entail of the estates, but the remaining defendants, who were the statutory trustees of the settlement under which the estates were held, contended that the reversion of the estates was in the Crown, and that inasmuch as there was a remainder in the Crown the Duke of Richmond was not entitled to disentail the estates. It was conceded by the defendants that if, as contended by the Crown, the late duke had power to bar the entail the duty claimed by the Crown was payable.

Bray, J., in giving judgment, said the question whether the Crown could succeed in this case depended on the construction of certain letters patent by which King Charles II. granted to his son Charles Duke of Richmond and Lennox, then an infant of three years, certain coal duties on all coal shipped, carried, or vended (subject to certain exceptions) by any person out of the river or haven of Tyne belonging to the town of Newcastle; and on an Act of Parliament, 30 Geo. 2, c. 34, for varying the limitations in the letters patent and certain Acts of Parliament passed about the year 1800, by which these coal duties were converted into annuities and the proceeds of the annuities invested in the Goodwood Estates and other securities; and, lastly, on two Acts dealing with these estates and the powers of the tenants in tail in relation thereto. The true construction and effect of the letters patent could only be arrived at by considering carefully what these coal duties were, and particularly whether they were realty or personalty, for, if personalty, they would not be within the Statute de Donis, and could have been disposed of by the donee, at all events as soon as he had an heir of his body. If realty, so as to come within the word "tenements" in the Statute de Donis, they could have been entailed. In the learned judge's opinion, at any rate after the passing of the Act of 30 Geo. 2, c. 34, "an Act for varying and postponing certain limitations in a grant made by King Charles II. of a duty on coal shipped in the River Tyne to Charles, late Duke of Richmond and Lennox, and for enabling the present Duke of Richmond, Lennox, and Aubigny to make a jointure on his intended marriage with Lady Mary Bruce," the coal duties must be treated as an entailable inheritance and a tenement within the Statute de Donis. He was also of opinion that the entail could, under section 15 of the Fines and Recoveries Act, (34 & 35 Hen. 8, c. 20), have been barred, but not the reversion in the Crown, and that the late duke was a tenant in tail of the estates within that section, and that the case did not come within the excepted cases in section 18. All that remained to be considered was the two Acts of 1 Vict. c. 34 and 32 Vict. c. 4, both of which conferred further powers on the trustees. They certainly did not confer any prohibition express or implied, against alienation, and, if the entail could be barred after the passing of the Fines and Recoveries Act, they did not take away that power. It followed, therefore, that judgment must be for the Crown and that estate duty was payable on the principal value of these estates.—Counsel, *Sir John Walton*, A.G., and *Vaughan Hawkins*; *Danckwerts*, K.C., and *Austen Cartmell*; *Sir W. S. Robson*, S.G., and *Rowlatt*. Solicitors, *The Solicitor for Inland Revenue*; *Burch, Whitehead, & Davidson*.

[Reported by Erskine Reid, Barrister-at-Law.]

Bankruptcy Cases.

Re **MAYNE.** *Ex parte* **THE TRUSTEE.** Bigham, J. 31st July.

Bankruptcy—Proof—Assignment of Proof—Set off of Costs Due to Trustee from Proving Creditor Against Dividend Payable to Assignee of Proof.

A trustee in bankruptcy can set off costs due to him from a proving creditor against a dividend payable to a person to whom the creditor has assigned all rights under the proof.

Application by the official receiver as trustee in the bankruptcy for leave to retain a dividend due on a proof in part satisfaction of costs due to him from the proving creditor. Lady Oxenden had presented a proof against the bankrupt's estate for £1,500, which was rejected by the official receiver. She appealed to the judge, and her appeal was heard and dis-

missed in December, 1906, the costs payable by her being taxed at £31 2s. 4d. She gave notice of appeal to the Court of Appeal, but on the 9th of April, 1907, before the appeal came on for hearing, she assigned whatever claims she might have upon the bankrupt's estate to her solicitors, Messrs. Dyson, Smith, & Marchant. The appeal was heard and dismissed on the 12th of April, and the costs payable thereunder, after deducting the £20 deposit, amounted to £16 8s. 4d., making, with the costs in the court below, a total sum of £47 10s. 8d. due from Lady Oxenden to the official receiver as trustee in the bankruptcy. On the 10th of May Messrs. Dyson, Smith, & Marchant tendered a fresh proof for £130 as assignees of Lady Oxenden. This proof was admitted by the official receiver, and the dividend payable thereon was £25, which the official receiver now sought to retain in part satisfaction of the £47 10s. 8d. due to him from Lady Oxenden. Counsel for the assignees contended that the costs could not be set off against the dividend, because a dividend is not a debt due from the trustee, and cannot be attached or charged in any way (*Prout* v. *Gregory*, 24 Q. B. D. 281; *Re Cook, Ex parte Cripps*, 1899, 1 Q. B. 863), and further that the costs were due from Lady Oxenden, but that the dividend was payable to the assignees.

Bigham, J., held that as Lady Oxenden could only assign whatever might be due to her from the bankrupt's estate, and it turned out that she owed the estate more than was due to her from it, her assignees would get nothing, and the application of the trustee for leave to retain the dividend must be allowed.—Counsel, *Hansell; Davis.* Solicitors, *Adams & Adams; Dyson, Smith, & Marchant.*

[Reported by P. M. Francke, Barrister-at-Law.]

Re **A DEBTOR.** *Ex parte* **THE PETITIONING CREDITOR.**
Bigham, J. 31st July.

Bankruptcy—Practice—Set off of Costs Payable by Debtor on Unsuccessful Application to Set Aside Bankruptcy Notice Against Costs Payable by Petitioning Creditor on Dismissal of Petition—Costs Payable by Debtor Included in Petitioning Creditor's Debt

When a bankruptcy petition is dismissed with costs it is the universal practice to require the petitioning creditor to pay such costs to the debtor, and he is never allowed to set off his debt or any part thereof against them.

Appeal from the taxing-master in bankruptcy. On the 27th of June, 1906, the petitioning creditor obtained judgment against the debtor for £1,430 and costs. The costs were taxed in February, 1907, and the creditor issued a bankruptcy notice in March. The debtor applied to set aside the bankruptcy notice, but his application was dismissed with costs, which were taxed on the 29th of April at £12 19s. 2d. The creditor then presented a bankruptcy petition and included in the debt on the petition the sum of £12 19s. 2d. which had been awarded to him as costs. The petition was heard and dismissed with costs on the 6th of June. The costs payable by the petitioning creditor to the debtor amounted to £19 1s. 4d. On taxation the creditor claimed to set off the £12 19s. 2d. due to him from the debtor for costs in part satisfaction of the £19 1s. 4d. due on the dismissed petition. The taxing-master refused to allow the set off because the creditor had included the costs payable to him by the debtor in the debt set forth in his petition, and it has always been the invariable practice of the Bankruptcy Court to refuse to allow a petitioning creditor to set off his debt or any part thereof against the costs payable by him to a debtor on the dismissal of a petition. If it were not certain that a debtor who succeeds in dismissing a petition will get his costs paid to him by the petitioning creditor, debtors who have a perfectly good answer to the acts of bankruptcy alleged in the petition would have difficulty in getting solicitors to act for them in opposition to bankruptcy petitions. The petitioning creditor appealed from this ruling.

Bigham, J., having read the taxing-master's statement of the existence of the above practice and the reasons therefor, said that he accepted the statement and felt bound to act upon it. The appeal was therefore dismissed.—Counsel, *Whinney; Hansell.* Solicitors, *Wild & Co.; Stephenson & Harwood.*

[Reported by P. M. Francke, Barrister-at-Law.]

New Orders, &c.

Rules of the Supreme Court.

Order XXXVII., Rule 59.

1. Order 37, Rule 59, is hereby annulled, and the following Rule shall stand in lieu thereof:—

Rules 54 to 58 of this Order shall apply, as far as may be, to applications under the Evidence by Commission Act, 1859 (22 Vict. c. 20), for the purpose of giving effect to any Commission or letter of request from any British tribunal out of the jurisdiction: except that in such cases the depositions certified as above provided and letter of request, if any, shall be forwarded by the Senior Master to His Majesty's Secretary of State for the Colonies, or, in the case of a letter of request from a Judge of an Indian Court, to His Majesty's Secretary of State for India.

Order XXXVII., Rule 60.

2. Where a Commission Rogatoire, or letter of request, as mentioned in Rule 54 of this Order, is transmitted to the Supreme Court by His Majesty's Secretary of State for Foreign Affairs with an intimation that it is desirable that effect should be given to the same without requiring an application to be made to the Court by the agents in England of any of the parties to the action or matter in the foreign country, the Senior Master shall transmit the same to the Solicitor to the Treasury, who may thereupon, with the consent of His Majesty's Treasury, make such applications and take such steps as may be necessary to give effect to such Commission Rogatoire, or letter of request, in accordance with Rules 54 to 58 of this Order.

Order LXIII., Rule 6.

3. Order LXIII., Rule 6, shall be read as if the first Monday in August were included among the days on which the offices of the Supreme Court shall not be open.

4. These Rules may be cited as the Rules of the Supreme Court (August, 1907), or each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883.

Dated the 3rd of August, 1907.

(Signed) Loreburn, C.
Herbert H. Cozens-Hardy, M.R.
R. L. Vaughan Williams, L.J.
J. Gorell Barnes, P.
R. B. Finlay.
Christopher James.

Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's hall, on Thursday, the 1st of August, Mr. W. M. Woodhouse in the chair. The other directors present were Mr. T. H. Gardiner, Mr. H. H. Peacock, and Mr Mark Waters, with Mr. E. E. Barron, the secretary. The sum of £70 was voted in relief of London solicitors' widows, a new member was elected, and other business transacted.

Legal News.

Changes in Partnerships.

Dissolution.

Charles Richard Stevens and Francis Hewitt Stevens, solicitors (C. R. & F. H. Stevens), 73A, Queen Victoria-street. July 31. All debts due and owing to or by the said late firm will be received or paid by the said Charles Richard Stevens; and the business will be carried on in the future by the said Charles Richard Stevens. [*Gazette*, Aug. 6.

General.

In reply to a question by Mr. Liddell as to how many patent appeals were at present awaiting an hearing; what was the date of the notice of appeal in the longest outstanding case; and what were the reasons for the delay in those cases, the Attorney-General was understood to say that there were fifty appeals; that the date of the longest outstanding appeal was September, 1906, but that some entered since had been already heard, and that he could not give details as to the reasons.

The following are the circuits chosen by the judges for the ensuing autumn assizes: South-Eastern Circuit, Mr. Justice Grantham; Western, Mr. Justice Darling; North-Eastern, Mr. Justice Channell and Mr. Justice Phillimore; Midland, Mr. Justice Bucknill; Oxford, Mr. Justice Jelf; North and South Wales, Mr. Justice Sutton; Northern, Mr. Justice Bray and Mr. Justice Pickford. Prisoners only will be tried at these assizes, except at Manchester and Liverpool on the Northern, Leeds on the North-Eastern, Birmingham on the Midland, and Cardiff on the North and South Wales Circuits, where civil business will also be taken.

Is the bench, says the *Globe*, to play a recognised part in the education of the young? During the recent assizes at Guildford Mr. Justice Bigham invited a party of schoolboys to sit beside him in court. The appearance of Judge Willis's youthful son on the bench at the Southwark County Court has since been picturesquely chronicled in the *Daily News*. Mr. Justice Bigham and Judge Willis may both plead the precedent of a higher court. The late Lord Esher once placed a little granddaughter beside him in the Court of Appeal, shewed her some of the documents in the case being argued before the court, and informed the bar that a new judge had been appointed. Nevertheless, it may be doubted whether this introduction of the young into judicial places is quite consistent with the dignity of the administration of the law.

On taking his seat at the Central Criminal Court on the 1st inst., Judge Rentoul said: "In the trial of a stockbroker before me in this court last week it was stated by counsel, somewhat as an excuse for the prisoner, that it was customary for members of the Stock Exchange to deposit the securities of their clients with the Bank of England and to borrow money thereon, taking the use of the money and mixing it with their own and afterwards replacing it without any loss to their clients. I was asked by counsel to take notice of this alleged custom and say whether it was legal or not. I expressed my very great surprise that any such custom should exist, however innocently intended, and I stated that no amount of custom would make the act legal. I am, however, informed by the secretary of the Stock Exchange that, so far from any such custom being sanctioned, if a member of the Stock Exchange were known to do such a thing he

would be at once expelled, however innocent his intention might be. I am very glad to hear that, if any such acts are done, they are heavily punished by expulsion when they are detected."

At the Nuneaton County Court, on Wednesday, the 17th ult., his Honour Judge Wightman Wood referred to the loss which the court had sustained by the retirement of its venerable registrar, Mr. Henry Dewes. "From a sentimental point of view," said the learned judge, "the loss is irreparable, and in its actuality it is no slight one. Mr. Dewes had had an unexampled term of office; he had broken all records in that respect. He held the office of registrar—or the equivalent office before it was called registrar—during the whole time that this court has existed. The court was founded under an Act of Parliament passed in 1846, and in that year Mr. Dewes was appointed clerk of this court. At that time the office which is now called registrar was called clerk, and a clerk was appointed of both Coventry and Nuneaton. The officer could not be in two places at once, and Mr. Dewes was appointed assistant clerk as it was called—or deputy registrar as it would now be called—for Nuneaton; but, as the Coventry clerk did not come here, he actually performed the duties from the beginning of the court. This lasted about ten years. In 1856 an Act of Parliament was passed which, among other things, changed the name of the official from clerk to registrar. During the whole time, therefore, that the court has existed, the duties of registrar have been performed by the same person, which, I hardly need say, is altogether unexampled in the county court history." And after observing that Mr. Dewes' resignation had been practically at his disposal for quite ten years, his honour continued: "I certaioly have not thought it was my duty, until the present time, to accept his resignation, but it has been tendered me, since the last court, in such a way and in such terms, that I have been unable any longer to refuse to accept it. In previously refusing to accept it, I have done no more than my duty to the public of this district, as I am quite sure his occupancy of the office has been for the public advantage for the reasons I have given, owing to his great experience and excellent judgment."

At Birmingham, on the 31st ult., Mr. Justice Jelf delivered judgment in the case of *Lilley* v. *Quaife Brothers*. The parties were the well-known professional cricketers. Before 1900 the plaintiff carried on in Birmingham the business of an athletic outfitter in partnership with one Bates, under the style of Lilley & Bates. Both being professional cricketers, they found that they could not give the necessary attention to the business to make it a success. By an agreement dated August, 1900, they sold the business, together with the goodwill and the name, to Quaife Brothers, who carried on a similar trade, and whose trade name then became Quaife Brothers & Lilley. By this agreement the plaintiff agreed not to carry on the business of athletic outfitter in Birmingham or district, nor to use himself nor cause to be used his name in such business. In this action the plaintiff sought injunctions to restrain the defendants from fraudulently holding him out as a partner in their firm, and from fraudulently passing off various cricketing implements as having been designed, approved, or selected by the plaintiff. The defendants by a counterclaim sought an injunction against the plaintiff for alleged breaches of his agreement not to use, or cause to be used, his name in the business of athletic outfitters. In giving judgment, the learned judge said it was a pity these disputes had not been settled by other means than litigation. After reciting the history of the case, he said that the defendants had gone further in the use of Lilley's name in their catalogues than the purchase of the name and goodwill of Lilley & Bates permitted. He found as a fact that the plaintiff had acquiesced in some of these matters, but not in all. Some of the plaintiff's complaints about passing off were also made out. The public must have thought he was a partner. The learned judge found that references in the defendants' catalogue to the "Lilley Match Ball" and "Lilley Driver" and the "Lilley's Special Preparation" for wicket-keeping gloves, as being made in accordance with his design or invention, were untrue to the knowledge of the defendants. So, too, the statement that Lilley helped in the selection of their cricket bats, and that he gave special attention to the wicket-keeping gauntlet part of the business. The plaintiff was granted injunctions as prayed on these heads. Coming to the counterclaim, his lordship found as a fact that the firms for whom the plaintiff had selected bats and who had used his name in their business were athletic outfitters. The question was, Had the plaintiff caused his name to be so used in contravention of his agreement? He knew, and must have known, that his name would be used, and he must be restrained.

Winding-up Notices.

London Gazette.—Friday, Aug. 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Banket Exploration Co, Limited—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Alexander Hall Downes, 286, Salisbury House, London wall, liquidator

Edwards & Sons (Torquay), Limited—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Rivers, 10, Strand, Torquay, liquidator

Eyre Smelting Co, Limited—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Sydney Herbert Collison, Barden rd Works, Tunbridge, Kent. Johnson, Parliament st, Westminster, solor for liquidator

Jenkins & Co, Limited—Creditors are required, on or before Sept 13, to send their names and addresses, and the particulars of their debts or claims, to Sidney Pears, 14, George st, Mansion House. Parker & Co, St Michael's Rectory, Cornhill, solors for liquidator

Kenjabo Gold Mines, Limited (in Voluntary Liquidation)—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Edward Henry Young, 8, Draper's gdns. Parker & Richardson, New Broad st, solors for liquidator

Lyell Comstock Consolidated Copper Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to Charles Alfred Sack, 29, Gt St Helens. Kekewich & Co, Suffolk ln, solor for liquidator

New England Workman's Hall Co, Limited (Peterborough)—Creditors are required, on or before Aug 31, to send in their names and addresses, and the particulars of their debts or claims, to Edward Swallow, Bank chmbrs, Market pl, Peterborough, liquidator

Rothley Co-operative Boot and Shoe Manufacturing Society, Limited—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Frederick Edward Bennett, 42, Cank st, Leicester, liquidator

Sale High School for Girls, Limited—Creditors are required, on or before Aug 26, to send their names and addresses, and the particulars of their debts or claims, to Mr W. Egerton Smith, 46, High st, Manchester. Holt & Co, Manchester, solors for liquidator

Sheffield and District Press Club, Limited—Creditors are required, on or before Aug 14, to send their names and apdresses, and the particulars of their debts or claims, to Percy Toothill, 11, Figtree ln, Sheffield, liquidator

Siemens Electric Appliances, Limited—Creditors are requested, on or before Sept 30, to send in their names and addresses, and the particulars of their debts or claims, to Arthur M. Hicks, 12, Queen Anne's gate. Budd & Co, Austin Friars, solors for liquidator

Southern Counties Brewery Syndicate, Limited (in Liquidation)—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to J. R. Hayward, 1, Arundel rd, Tunbridge Wells, liquidator

London Gazette.—Tuesday, Aug. 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

British Veterinary and Legal Aid Association, Limited—Creditors are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts or claims, to James Holcroft Roberts, 41, John Dalton st, Manchester. Robinson & Co, Manchester, solors for liquidator

Granada Motor Co, Limited—Petn for winding up, presented Aug 2, directed to be heard before the Court at St Thomas' st, Portsmouth, on Aug 12. Bechervaise, Portsmouth, solor to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 11

Menzies Alpha Leases, Limited (in Liquidation)—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Joseph George Coldwells, 348, Winchester House, Old Broad st. Burn & Berridge, Old Broad st, solors for liquidator

Morris & Co (Bridgnorth), Limited—Petn for winding up, presented Aug 2, directed to be heard before the Court at Madeley, on Oct 9. Jaques & Sons, Birmingham, solors to petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 8

"Ocean Queen" Steamship Co, Limited (in Voluntary Liquidation).—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Richard Medhurst, 23, Gt St Helens, liquidator

Raunds Productive Society, Limited—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Gerald Hunnybun, 100, High st, Huntingdon, liquidator

Sandbanks Motor-car Co, Limited—Creditors are required, on or before Aug 30, to send their names and addresses, and the particulars of their debts or claims, to Leonard C. Ray, liquidator

Slaughter, Limited—Petn for winding up, presented July 30, directed to be heard at Newcastle upon Tyne, Aug 15. Keenlyside & Forster, Newcastle upon Tyne. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug 14

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, Aug. 2.

Garnham, Gerald Richard, Esmond rd, Bedford Park Sept 30 Ridley v Garnham, Kekewich, J Burton, Castle Donington

Prall, John Thomas, Rochester, Solicitor Oct 1 Prall v Chant, Kekewich and Joyce, JJ Prall, Rochester

London Gazette.—Tuesday, Aug. 6.

Bullock, Frederick Rheinwald, Hyde Park mans Sept 23 Duncan MacNeill & Co v Cartwright, Kekewich, J Eddis, Queen Victoria st

Taylor, John, Liverpool, Tallow Manufacturer Sept 27 Trevor v Taylor, Registrar, Liverpool Lockett, Liverpool

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Tuesday, July 30.

Allworthy, Joseph, Westbourne Park villas, Paddington Aug 27 Welman & Sons, Westbourne grove, Bayswater

Baldwin, Jonas, Hurst, nr Ashton under Lyne, Farmer Aug 31 Hewitt, Ashton under Lyne

Blount, Annie Ethel, Boulogne sur Mer Oct 1 Head & Hill, Raymond bldgs, Gray's inn

Boden, John, Malvern, Tailor Aug 24 Foster, Malvern

Brodorton, Eliza, Bentley, nr Doncaster Aug 31 Harrop & Harrop, Rotherham

Chorlton, Robert, Old Trafford, Manchester Sept 20 Diggles & Ogden, Manchester

Collard, Thomas Wacher, Milton next Sittingbourne, Surveyor Aug 13 Mowll & Mowll, Canterbury

Cooper, Elizabeth, Leeds, Dressmaker Sept 3 Calvert, Leeds

Coster, Charles Henry, Plymouth Sept 25 Dobell, Plymouth

Cowmeadow, William, High rd, Chiswick Aug 27 Welman & Sons, Southampton st, Bloomsbury sq

de Lisle, Augusta Matilda, Guernsey Aug 31 Le Brasseur & Oakley, Carey st, Lincoln's inn

Garry, Rev Nicholas Thomas, Taplow, Bucks Sept 1 Dimond & Son, Welbeck st, Cavendish sq

Goldsworthy, Jessie, New st, St Marylebone Aug 31 Indermaur & Co, Devonshire ter, Portland pl

Grant, Elizabeth, Woods Moor, Stockport Aug 16 Potts, Stockport

Haig, George Augustus, Pen Ithon, Radnor Aug 27 Griffith & Co, Newcastle upon Tyne

HARRISON, JANE, Bishop Auckland Aug 26 Ord, Gateshead
JACKSON, AMELIA, Leamington Aug 26 Wright & Co, Leamington
JACKSON, JOHN, Edgbaston, Birmingham Oct 1 Johnson & Co, Birmingham
JOHNSON, GEORGE, Gateshead, Engine Driver Sept 3 Layne, Newcastle upon Tyne
LAING, JOSEPH, Gateshead Sept 3 Layne, Newcastle upon Tyne
LOVEDAY, GEORGE, Weston super Mare Sept 10 Gamlen & Co, Gray's inn sq
MIDDLETON, FANNY, Bath Aug 17 Wilson, Bath
NICKLIN, WILLIAM, Walsall Aug 26 Smith & Sons, Walsall
NORDEN, RICHARD, Beckenham Aug 31 Stubbs, John st, Bedford row
PAGE, HANNAH, Saltram cres, West Kilburn Sept 30 Master & Co, Stone bldgs, Lincoln's inn
PALMER, Sir CHARLES MARK, Grinkle Park, Yorks Sept 9 Blyth & Co, Gresham House, Old Broad st
PERRS, SELINA, Birmingham Sept 10 Eaden & Co, Birmingham
PUSEY-KEITH, KATIE SOPHIA, Priory rd, Kew Sept 9 Lovell & Co, Gray's inn sq
RICHARDSON, ELIZABETH SOPHIA, Hastings Sept 1 Chalinder & Herington, Hastings
ROAKE, CAROLINE, Addlestone, Surrey Aug 30 Paine & Co, Chertsey
ROBIN, WALTER, Wantage, Berks Sept 25 Ponter, New Broad st House
ROBINSON, ELIZABETH, Ainsdale, nr Southport Aug 31 Burton & Coleman, Liverpool
SAVILLE, THOMAS, New Tupton, Derby, Provision Dealer Sept 12 Bunting, Chesterfield
SEABER, HELENA, Newmarket Aug 31 Partridge & Wilson, Bury St Edmunds
SMITH, DUNCAN ADAM, Queen's Gate terr, Kensington Aug 30 Burchells, Sanctuary, Westminster
SMYTTAN, MADELINE GARDYNE, Bath Sept 7 Stone & Co, Bath
TABB, ANN, Heavitree, Devon Aug 24 J & S P Pope, Exeter
THORN, THOMAS JOHN, Brighton Aug 27 Eggar, Brighton
TUCKER, GEORGE ALFRED HIRD, Cromwell rd, South Kensington Sept 6 Lewis & Co, Albany Court yd, Piccadilly
TYSON, JAMES HUMPHREY, Cadeby Hall, Lincs, Farmer Sept 2 Barker & Mayfield, Hull
WATERFALL, WILLIAM COWLEY, Sheffield Sept 10 Waterfall, Sheffield
WATKINS, SAMUEL, Ludlow, Salop, Builder Aug 31 Weyman & Co, Ludlow
WHEELER, SARAH MIRIAM, Croydon Sept 7 Andrew & Co, 6t James st, Bedford row
WHITELAW, MARIA, Woronzow rd, St John's Wood Sept 14 Herbert, Cork st, Burlington gdns
WILDGOOSE, HANNAH, Leeds Aug 19 Dale & Son, Leeds
WOOD, WILLIAM, Shelf, Yorks Aug 30 Wickstead & Co, Bradford
WOODCOCK, MARY, Kegworth, Leicester Aug 28 Allcock, Nottingham
WOODCOCK, WILLIAM, Kegworth Aug 28 Allcock, Nottingham
WORRALL, RICHARD WILLIAM, Barrow in Furness, Leather Salesman Aug 24 Thompson, Barrow in Furness

London Gazette.—FRIDAY, Aug. 2.

ALDER, WILLIAM, Berwick upon Tweed Aug 28 Sanderson & Weatherhead, Berwick upon Tweed
BAKER, NORA, Lauderdale mans, Maida Vale Sept 1 Amery-Parkes & Co, Fleet st
BARKER, JOHN, Norwich, Dealer Sept 7 Cozens-Hardy & Jewson, Norwich
BEAL, JAMES, Exeter, Solicitor Sept 3 Orchard & Son, Exeter
BENWICK, MARY ANN, Bedford Sept 10 Bell, Bedford
BÖLLING, FRANCISCUS GEORG CARL WILHELM, Camberwell New rd Sept 9 Wynne-Baxter & Keeble, Laurence Pountney hill
BRACKENBURY, HENRY, Camberley Sept 14 James & James, Ely pl
CANN, JAMES, Devonport Sept 14 Gard, Devonport
CANN, MARY, Devonport Sept 14 Gard, Devonport
CARR, SARAH ANN, Leeds Sept 3 Barr & Co, Leeds
CARTER, FRANCES, Clevedon, Somerset Sept 30 Day, Bristol
CARTER, LOUISA, Clevedon, Somerset Sept 30 Day, Bristol
CARTER, LUCY AMELIA, Clevedon, Somerset Sept 30 Day, Bristol
CASE, CAROLINE, Belgrave rd Aug 31 Newman & Co, Clement's inn
CHRYSTAL, WILLIAM, Hutton Henry, nr Castle Eden, Durham, Farmer Sept 5 Bell, West Hartlepool
CRAGG, ALEXANDER, Tynemouth, Commercial Clerk Sept 7 Gee, Newcastle upon Tyne
CULLIMORE, ANN, Clevedon, Somerset Sept 8 Smith & Sons, Weston super Mare
DAVID, MARY ANN, Cheltenham Aug 16 Dighton, Cheltenham
DIXON, THOMAS, Colne, Lancs Sept 1 Carr & Sons, Colne
DRAPER, CHARLES EDWARD, Alrewas, nr Burton on Trent, Innkeeper Sept 1 Russell & Son, Lichfield
EVANS, ROBERT SAVOURS, King's Heath, Worcester Sept 6 Jenkins, Aberavon, Port Talbot
FINCH, Right Hon GEORGE HENRY, Burley on the Hill, Rutland, MP Sept 14 Tatham & Procter, Lincoln's inn fields
FISHER, JOHN, Pulham Market, Norfolk Sept 7 Whitfield & Harrison, Surrey st, Strand
GIBLIN, JOHN, Hulme, Manchester, Public Lavatory Attendant Sept 29 Dyke Duchy of Lancaster Office
GILMOUR, ELIZABETH, Wigan, Draper Aug 29 France, Wigan
GRAY, THOMAS, Liverpool, Master Rigger Aug 31 Watkins, Liverpool
GUNTER, JANE MARGARET, Wetherby Grange, Yorks Oct 1 Tomlin & Chitty, Old Burlington st
HANKEY, MARIAN ELIZABETH, Sevenoaks Sept 16 Hollams & Co, Mincing la
HARDING, WILLIAM, jun, Dover Sept 9 Kingsford & Co, Canterbury
HARRISON, JOHN, Barrowby, Yorks Aug 24 Burnicle & Morton, Sunderland
HARRISON, ELIZABETH, Barrowby, Yorks Aug 24 Burnicle & Morton, Sunderland
HELM, JOHN, Huddersfield, Timber Merchant Sept 14 Ramsden & Co, Huddersfield
HENEGAN, MARIANNE MARGARET, Park terr, High st, Hampton Hill Sept 14 Foyer & Co, Essex st, Strand
HINDLEY, WALTER HENRY, Queen st, Cheapside, Merchant Sept 2 Douglas, Old Jewry chmbrs
HODGE, SELINA MARY JANE, Plymouth Sept 2 Shelly & Johns, Plymouth
HOWELL, HENRY MUSGRAVE, Norroy rd, Putney, Banker's Clerk Sept 13 Crosley & Burn, Moorgate st bldgs
JENKINS, DAVID WILLIAM, Caerleon, Mon, JP Sept 11 Llewellin & Allen, Newport, Mon
JENKINS, JANE ELLEN, Caerleon, Mon Sept 11 Llewellin & Allen, Newport, Mon
JOHNS, FRANCES BURNARD, Bentinck st, Marylebone Sept 1 Marchant & Co, College st, Cannon st
LEE, WILLIAM, Farringdon st, Carman Sept 19 Letts Bros, Bartlett's bldgs
LEON, EMILY REBECCA, Princes sq, Bayswater Oct 1 Simpson & Co, Gracechurch st
LOVE, SAMUEL, Netherfield, Notts, Grocer Aug 31 Spencer, Nottingham
MARSHALL, LEONARD, Epsom, Auckland, New Zealand Sept 7 Andrew & Co, 6t James st, Bedford row
MASON, MARY ANN, Woodville rd, Ealing Sept 30 Langhams, Bartlett's bldgs, Holborn circus
MATTHEWS, EDWIN, Shenley rd, Camberwell, Licensed Victualler Aug 31 Goddard & Co, St Michael's alley, Cornhill
MORRIS, FRANK, Fitzgeorge av, West Kensington, Civil Engineer Sept 10 Griffith, St Bride's av, Fleet st
MORTIMER, JOHN, South Molton, Devon Sept 29 Seldon, Barnstaple
MOSES, SAMUEL, jun, Stamford hill Aug 31 Le Voi & Co, St Helen's pl, Bishopsgate
MYERS, HYAM, Bancroft rd, Mile End Aug 31 Le Voi & Co, St Helen's pl, Bishopsgate
OFNER, WILLIAM, Henry st, St John's Wood Sept 2 Samuel & Co, 6t Winchester st
OWEN, Rev HUGH DAVIES, Pennyaydd, Anglesey Aug 31 Roberts & Laurie, Llangefni
PERRY, HELEN, Tettenhall, Wolverhampton Oct 1 Fowler & Co, Wolverhampton
PLATT, JOSEPH ARTHUR, Brocton Lodge, Staffs Sept 16 Wright & Appleton, Wigan
PRESTON, SAMUEL, Reading Sept 5 Brain & Brain, Reading
RAMSDEN, EMILY, Liversedge, Yorks Aug 31 Piercy, Huddersfield
RIGDEN, WILLIAM EDWARD, Faversham, Kent Sept 9 Kingsford & Co, Canterbury
RUST, HENRY, Kingston upon Hull, Jeweller Aug 31 Colbeck & Thompson, Hull
SALKELD, AMELIA, Connaught sq, Hyde Park Sept 6 Corbould & Co, Henrietta st, Cavendish sq
SKEATS, EDWIN, Bath Aug 31 Stone & Co, Bath
SMITH, WILLIAM GEORGE POOSON, Oxford Aug 30 Elkin & Henriques, Salters' hall ct, Cannon st
TREWHITT, MARY, Blackpool Aug 15 Butcher, Blackpool
VENABLES, JOHN, Devonshire Park, Birkenhead Aug 30 Lamb & Co, Birkenhead
WRIGHT, ELIZABETH, Bath Aug 31 Stone & Co, Bath

Bankruptcy Notices.

London Gazette.—TUESDAY, July 30.

ADJUDICATIONS.

BISHOP, HENRY, sen, and HORACE ARCHIBALD BISHOP, Whitehall gdns, Aston, Builders Brentford Pet June 8 Ord July 26
CLOUGH, AGNES, Greenhays, Manchester, Grocer Manchester Pet July 24 Ord July 24
CRAIG, FREDERICK CHARLES, Seaham Harbour, Durham Sunderland Pet July 8 Ord July 26
CROMPTON, ARTHUR, Leek, Staffs Macclesfield Pet July 26 Ord July 26
CROWE, EDWARD SAMUEL, Norwich, Coal Merchant Norwich Pet July 11 Ord July 26
CUDE, LOUISA JANE, Cardiff, Baker Cardiff Pet July 2 Ord July 25
DAVIES, FRANK HENRY, Oxford, Tobacco Dealer Oxford Pet July 5 Ord July 27
DOWELL, WILLIAM, jun, York, Butcher York Pet July 8 Ord July 24
EGAN, THOMAS, JOSEPH EGAN, FRANCIS EGAN, and JOHN EGAN, Bradford, Contractors Bradford Pet July 1 Ord July 26
EVANS, EVAN, Ffrwd, nr Wrexham, Denbigh, Farmer Wrexham Pet July 25 Ord July 25
FOOT, ERNEST WALTER, Mere, Wilts, Hosier Salisbury Pet July 25 Ord July 25
GRIFFITHS, MORGAN, Bryndu, Llanbadarnfawr, Cardigan, Farmer Aberystwyth Pet July 25 Ord July 25
HARGOOD, ARTHUR LIONEL, Harrogate, Grocer York Pet May 11 Ord May 29
HARCOURT, HARRY, Maldon, Essex, Cycle Dealer Chelmsford Pet June 26 Ord July 26
HARRIS, RICHARD GEORGE, Greenwich, Greengrocer Greenwich Pet July 24 Ord July 24
HILL, HORATIA, Tooley st, Bermondsey High Court Pet June 14 Ord July 25
HOWELLS, HOWELL, Aberdare, Glam, Baker Aberdare Pet July 26 Ord July 26
JAMES, JOSEPH, Evering rd, Stoke Newington, Chemist High Court Pet July 25 Ord July 25
KENDALL, WILLIAM, Breamore, Hants, Watercress Grower Salisbury Pet July 24 Ord July 24
KERRIDGE, JOHN THOMAS, Newport rd, Leyton, General Grocer High Court Pet July 26 Ord July 26
LIPMAN, LEWIS, Thayer st, Marylebone, Fruiterer High Court Pet June 11 Ord July 27
MANZEL, CHARLES, Rupert st, Haymarket, Restaurant Keeper High Court Pet June 13 Ord July 26
MATTHEWS, JAMES, Crewe, Coal Merchant Crewe Pet July 26 Ord July 26
MONTGOMERY, JOHN, Withington, Manufacturer's Agent Manchester Pet July 24 Ord July 24
MURTRIE, WILLIAM JAMES, Rotherham, Yorks, Innkeeper Sheffield Pet June 26 Ord July 27
PAGE, ALFRED JOHN, Port Talbot, Glam, Labourer Neath Pet July 26 Ord July 26
PERRING, GEORGE ARTHUR, Horley, Surrey, Paperhanger Croydon Pet July 25 Ord July 25
STANLEY, JAMES EDWIN, and CLAUDE NEAL CASWELL, Nottingham, Botanical Brewers Leicester Pet July 27 Ord July 27
STUBBINGS, JOSIAH WILLIAM, Barford, Norfolk, Grocer Norwich Pet July 27 Ord July 27
TRAIL, WILLIAM, Liverpool, Pawnbroker Liverpool Pet June 14 Ord July 26
VINCENT, JAMES HARRY, Brondesbury villas, Kilburn, Merchant High Court Pet Feb 21 Ord July 25
WORLEY, ROBERT JAMES, Aldwych chmbrs, Strand, Architect High Court Pet May 23 Ord July 27
YOUNGER, HENRY, Hove, Sussex, Grocer Brighton Pet July 26 Ord July 26

ADJUDICATION ANNULLED.

SHAMAN, HARRY, Wheatley, Doncaster, Tailor Sheffield Adjud Dec 3, 1906 Annul July 25, 1907

London Gazette.—FRIDAY, Aug. 2.

RECEIVING ORDERS.

BALL, FRANK, Welldon cres, Harrow, Builder High Court Pet June 12 Ord July 30
BALL, GEORGE LEWIS, Green Hill rd, Harrow, Builder High Court Pet June 13 Ord July 30
BELL, SYDNEY, Andover, Southampton, Builder Salisbury Pet July 30 Ord July 30
BOSELL, WALTER, and FREDERICK ALLEN, York rd, King's Cross, Grocers High Court Pet July 12 Ord July 30
CALVERT, WILLIAM HENRY, Westgate, Rotherham, Yorks, Chemist Sheffield Pet July 19 Ord July 30
COATES, CHARLES JOSEPH ADAMS, West Bradley, Somerset, Medical Practitioner Wells Pet July 20 Ord July 31
COBB, LEONARD, Rugby, Warwick, Draper Coventry Pet July 26 Ord July 26
COCKELL, CHARLES THOMAS, Lower Edmonton, Nurseryman Edmonton Pet July 16 Ord July 29
COCKRAM, JOHN, Blackawton, Devon, Baker Plymouth Pet July 29 Ord July 29
EDMONDS, EMILY, Bexhill, Wheelwright Hastings Pet July 30 Ord July 30
GAFFNEY, WILLIAM, jun, Fallowfield, Lancs, Builder Manchester Pet June 5 Ord July 31
GARSIDE, JOHN, Low Moor, Bradford, Joiner Bradford Pet July 30 Ord July 30
HALFORD, JOHN BENJAMIN, Wednesbury, Coachsmith Walsall Pet July 27 Ord July 27
HARRIS, HENRY, Gillingham, Kent, Builder Rochester Pet July 31 Ord July 31
HOLLAND, JESSE, Keward, nr Wells, Somerset, Farmer Wells Pet July 10 Ord July 29
HULL, JAMES, Catford, Fruiterer Greenwich Pet July 29 Ord July 29
HUSSELL, M H, Merton rd, Wimbledon, Surrey, Engineer Kingston, Surrey Pet Nov 29 Ord July 25
JORDAN, CHARLES ALFRED, Chatham, Builder Rochester Pet July 31 Ord July 31
KING-POTTER, HARRY JAMES, Lndgate hill, Advertisement Contractor High Court Pet July 11 Ord July 31
LASCELLES, THOMAS WILLIAM, Belsize Park gdns, Hampstead High Court Pet June 20 Ord July 31
LAWTON, SAMUEL, Victoria Park rd, Hackney, Commercial Traveller High Court Pet July 10 Ord July 31
LEDERER, A, Queen Victoria st, Wine Merchant High Court Pet July 10 Ord July 31
LINDSAY, JOHN, Southwell terr, New End, Hampstead, Grocer High Court Pet July 29 Ord July 29
MCKAY, JAMES, Clacton on Sea, Essex, Builder Colchester Pet July 31 Ord July 31
MAY, ALBERT, Cable st, Mile End, Licensed Victualler High Court Pet July 12 Ord July 31
MITCHELL, GEORGE WILLIAM, Alscot rd, Bermondsey, Leather Merchant High Court Pet July 11 Ord July 31
NEILL, THOMAS, Southsea, Hants, Naval Mesman Portsmouth Pet July 30 Ord July 30
NICHOLSON, EMMA, Portsmouth, Milk Purveyor Portsmouth Pet July 30 Ord July 30
NORTH, Hylton, Jermyn st High Court Pet May 2 Ord July 30
RADLEY, JAMES HERMAN, Chandlersford, Hants, Grocer Winchester Pet July 31 Ord July 31

ROBERTS, WILLIAM, Penrhos, Llanrhychwyn, Carnarvon, Farmer Portmadoc Pet July 30 Ord July 30
ROBINSON, CHARLES, Kings Norton, Worcester, File Grinder Birmingham Pet July 29 Ord July 29
ROLF, ROBERT, Brighton, Fishmonger Brighton Pet July 17 Ord July 31
SMITH, SMITH, Barnoldswick, Yorks, Plumber Bradford Pet July 29 Ord July 29
STEPHENSON, EDWARD, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet July 30 Ord July 30
SYMONS, GEORGE ERNEST, Boston, Lincs, Milliner Boston Pet July 29 Ord July 29
TAYLOR, EDWARD LOUIS, Lowestoft, Commission Agent Gt Yarmouth Pet July 30 Ord July 30
THOMPSON, HENRY P, Kingston on Thames, General Agent High Court Pet July 25 Ord July 29
WARE, GEORGE, Troedyrhiw, Merthyr Tydfil, Baker Merthyr Tydfil Pet July 31 Ord July 31
WILLIAMS, REGINALD ARTHUR, Victoria st, Westminster, Lighting Contractor High Court Pet July 31 Ord July 31
WILLIAMS, ROBERT, Blaenypennant, Dolbenmaen, Carnarvon, Farmer Portmadoc Pet July 30 Ord July 30
WILLIAMS, ROBERT FRANCIS, H M Prison, Knutsford, Chester Chester Pet July 16 Ord July 31

FIRST MEETINGS.

BONELL, WALTER, and FREDERICK ALLEN, York rd, King's Cross, Grocers Aug 13 at 11 Bankruptcy bldgs, Carey st
COBB, LEONARD, Rugby, Draper Aug 12 at 12 Off Rec, 8, High st, Coventry
COCKELL, CHARLES THOMAS, Lower Edmonton, Nurseryman Aug 12 at 12 14, Bedford row
CUDE, LOUISA JANE, Cardiff, Baker Aug 13 at 12 Off Rec, 117, St Mary st, Cardiff
CYPHER, WILLIAM GEORGE, Llanbradach, Glam, Ironmonger Aug 13 at 11.30 Off Rec, Post Office chmbrs, Pontypridd
DARBY, JOHN, Shotton, Flint, Ironworker Aug 12 at 12 Crypt chmbrs, Chester
FENDER, THOMAS, Blackburn, Carter Aug 10 at 11 Off Rec, 14, Chapel st, Preston
FOOT, ERNEST WALTER, Mere, Wilts, Hosier Aug 10 at 12 Off Rec, City chmbrs, Catherine st, Salisbury
GARSIDE, JOHN, Low Moor, Bradford, Joiner Aug 13 at 3 Off Rec, 29, Manor row, Bradford
HOLLIS, HERBERT, Studley, Warwick, Brass Caster Aug 13 at 11.30 191, Corporation st, Birmingham
HOWELLS, HOWELL, Aberdare, Glam, Baker Aug 10 at 11.15 Off Rec, Post Office chmbrs, Pontypridd
HULL, JAMES, Catford hill, Catford, Kent, Fruiterer Aug 12 at 11.30 132, York rd, Westminster Bridge
JEFFRIES, WILLIAM CHARLES, Bledington, Glos, General Dealer Aug 12 at 1 Langston Arms Hotel, Chipping Norton Junction
KING-POTTER, HARRY JAMES, Ludgate hill, Advertisement Contractor Aug 16 at 1 Bankruptcy bldgs, Carey st
LAMBERT, ROBERT JAMES, BERNARD EYMES, and GEORGE WYNDHAM THOMAS, Hounslow, Confectioners Aug 13 at 12 14, Bedford row
LASCELLES, THOMAS WILLIAM, Belsize Park gdns, Hampstead Aug 15 at 12 Bankruptcy bldgs, Carey st
LAWTON, SAMUEL, Victoria Park rd, Hackney, Commercial Traveller Aug 15 at 1 Bankruptcy bldgs, Carey st
LINDAKER, A, Queen Victoria st, Wine Merchant Aug 15 at 11 Bankruptcy bldgs, Carey st
LINDSAY, JOHN, Southwell terr, New End, Hampstead, Grocer Aug 14 at 12 Bankruptcy bldgs, Carey st
MAY, ALBERT, Cable st, Mile End, Licensed Victualler Aug 16 at 11 Bankruptcy bldgs, Carey st
MILLS, ALFRED CHARLES, Cheram, Glam, Collier Hitcher Aug 14 at 3 Off Rec, 117, St Mary st, Cardiff
MITCHELL, GEORGE WILLIAM, Alscot rd, Bermondsey, Leather Merchant Aug 16 at 12 Bankruptcy bldgs, Carey st
NEILL, THOMAS, Southsea, Hants, Naval Messman Aug 12 at 3 Cambridge junc, High st, Portsmouth
NICHOLSON, EMMA, Portsmouth, Milk Purveyor Aug 12 at 4 Cambridge junc, High st, Portsmouth
NORTH, HYLTON, Marlborough chmbrs, Jermyn st Aug 14 at 1 Bankruptcy bldgs, Carey st
PAGE, ALFRED JOHN, Port Talbot, Glam, Labourer Aug 10 at 11 Off Rec, 31, Alexandra rd, Swansea
ROBINSON, CHARLES, King's Norton, Worcester, File Grinder Aug 13 at 12.30 191, Corporation st, Birmingham
SMITH, SMITH, Barnoldswick, Yorks, Plumber Aug 12 at 3 29, Manor row, Bradford
THOMPSON, HENRY P, Kingston on Thames, Agent Aug 15 at 12 Bankruptcy bldgs, Carey st
TIPPETT, LOUISA AMELIA MARY, St Day, Gwennap, Cornwall, Widow Aug 12 at 12 Off Rec, Boscawen st, Truro
WILLIAMS, REGINALD ARTHUR, Victoria st, Westminster, Lighting Contractor Aug 15 at 11 Bankruptcy bldgs, Carey st
WILLIAMS, RONALD FREDERICK, Victoria st, Westminster Aug 16 at 11 Bankruptcy bldgs, Carey st
YOUNGER, HENRY, Hove, Sussex, Grocer Aug 12 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

ACKERMAN, E, Melrose av, Wimbledon Park, Builder Wandsworth Pet June 19 Ord July 30
COBB, LEONARD, Rugby, Draper Coventry Pet July 26 Ord July 26
COCKRAM, JOHN, Blackawton, Devon, Grocer Plymouth Pet July 29 Ord July 29
COLLINS, WILHELMINA, Hazlewell rd, Putney High Court Pet June 11 Ord July 30
CURRELL, ALFRED, and FREDERICK HARRY STUCHBERY, Lausanne rd, Peckham, Paper Merchants High Court Pet July 19 Ord July 31
DISNEY, STEPHEN NICHOLLS, Wesley, Essex, Miller Colchester Pet June 22 Ord July 30
EDMONDS, EMILY, Sidley Green, Bexhill, Wheelwright Hastings Pet July 30 Ord July 30
GARSIDE, JOHN, Low Moor, Bradford, Joiner Bradford Pet July 30 Ord July 30
GREEN, JOSEPH, Goulston st, Aldgate, Boot Manufacturer High Court Pet July 3 Ord July 29
HALFORD, JOHN BENJAMIN, Wednesbury, Coachsmith Walsall Pet July 27 Ord July 27
HARRIS, HENRY, Gillingham, Kent, Builder Rochester Pet July 31 Ord July 31
HILL, BETSY, Fulham rd High Court Pet June 21 Ord July 31
HOLLIS, HERBERT, Studley, Warwick, Brass Caster Birmingham Pet July 5 Ord July 31
HULL, JAMES, Catford, Fruiterer Greenwich Pet July 29 Ord July 29
INNES, WILLIAM BALDIRNIE, Boston, Merchant Boston Pet April 10 Ord July 30
JORDAN, CHARLES ALFRED, Chatham, Builder Rochester Pet July 31 Ord July 31
LLEWELYN, DANIEL, Cilaufawr, Llandissilio, Carmarthen, Farmer Pembroke Dock Pet July 12 Ord July 29
LINDSAY, JOHN, Southwell ter, New End, Hampstead, Grocer High Court July 29 Ord July 29
MCKAY, JAMES, Clacton on Sea, Builder Colchester Pet July 31 Ord July 31
MILLER, WILLIAM WALTHALL MACDONNELL, Cornhill, Accountant High Court Pet July 25 Ord July 30
NEILL, THOMAS, Southsea, Hants, Naval Messman Portsmouth Pet July 30 Ord July 30
NICHOLSON, EMMA, Portsmouth, Milk Purveyor Portsmouth Pet July 30 Ord July 30
PEAKE, CHARLES RICHARD, Cheiston, Torquay, Builder Exeter Pet July 8 Ord July 25
RANSLEY, JAMES HERMAN, Chandlersford, Hants, Grocer Winchester Pet July 31 Ord July 31
ROBERTS, WILLIAM, Penrhos, Llanrhychwyn, Carnarvon, Farmer Portmadoc Pet July 30 Ord July 30
ROBINSON, CHARLES, King's Norton, Worcester, Journeyman File Grinder Birmingham Pet July 29 Ord July 31
SIMMONS, ELIAS, Stanwick rd, West Kensington High Court Pet June 25 Ord July 29
SMITH, SMITH, Barnoldswick, Yorks, Plumber Bradford Pet July 29 Ord July 29
SPRUNG, HYMAN, Pyrland rd, Canonbury High Court Pet June 17 Ord July 31
STEPHENSON, EDWARD, Kingston upon Hull, Licensed Victualler Kingston upon Hull Pet July 30 Ord July 30
SYMONS, GEORGE ERNEST, Boston, Milliner Boston Pet July 29 Ord July 29
TAYLOR, EDWARD LOUIS, Lowestoft, Commission Agent Gt Yarmouth Pet July 30 Ord July 30
WARE, GEORGE, Troedyrhiw, Merthyr Tydfil, Baker Merthyr Tydfil Pet July 31 Ord July 31
WIGGINS, CHARLES, Romford, Essex Brentford Pet June 21 Ord July 26
WILLIAMS, ROBERT, Blaenypennant, Dolbenmaen, Carnarvon, Farmer Portmadoc Pet July 30 Ord July 30

Amended notice substituted for that published in the London Gazette of July 19:

CYPHER, WILLIAM GEORGE, Llan bradach, Glam, Ironmonger Pontypridd Pet July 17 Ord July 17

ADJUDICATION ANNULLED.

HUDSON, J W, Anerley, Surrey Croydon Adjud Sept 3, 1906 Annul July 23, 1907

London Gazette.—TUESDAY, Aug. 6.

RECEIVING ORDERS.

ABRAHAMS, FRANK, St Helen's pl, Company's Secretary High Court Pet July 12 Ord Aug 2
ALEXANDER, ADAM, and ALFRED ALEXANDER, Luton, Straw Hat Manufacturers Luton Pet July 24 Ord Aug 2
BENNETT, JAMES, Kirkham, Lancs, Painter Preston Pet July 31 Ord July 31
BOLT, JAMES THOMAS DAWE, West Plymouth, Carrier Plymouth Pet Aug 1 Ord Aug 1
BRAUN, GEORGE LEON, High st, Peckham, Paper Merchant High Court Pet July 16 Ord Aug 1
COOPER, FREDERIC CHARLES, Eastbourne Eastbourne Pet Aug 1 Ord Aug 1
DARE, FREDERICK SAMUEL, Almondsbury, Glos, Grocer Bristol Pet Aug 1 Ord Aug 1
DICKINS, GEORGE BENJAMIN, Kirton, Lincs, Baker Boston Pet Aug 1 Ord Aug 1
ELLISON, JAMES, Gilmore gdns, Bridge rd, East Ham, Essex, Commission Agent High Court Pet Aug 2 Ord Aug 2
FISHER, WILLIAM HENRY, Crewe, Hairdresser Crewe Pet Aug 1 Ord Aug 1
GINGER, JAMES, Rowland rd, Balham, Butcher Wandsworth Pet July 13 Ord Aug 1
GOODMAN, D, Hanbury st, Spitalfields High Court Pet July 12 Ord Aug 2
GUTWIRTH, LEISER, Hatton gdn, Diamond Broker High Court Pet Aug 1 Ord Aug 1
HEDGE, WILLIAM THOMAS, Bexhill, Draper Hastings Pet Aug 2 Ord Aug 2
HODSON, JOSEPH, Bertie rd, Willesden Green, Builder High Court Pet July 11 Ord Aug 2
LEE, BERNARD, Chicheie rd, Cricklewood, General Dealer High Court Pet Aug 2 Ord Aug 2
LUCK, THOMAS INGRAM, Shalford, nr Guildford, Builder Guildford Pet July 17 Ord Aug 1
MCLAREN, DANIEL, Cottingham, Yorks, Ironmonger Kingston upon Hull Pet June 21 Ord Aug 2
MARQUISS, WILLIAM, Venn, nr Barnstaple, Farmer Barnstaple Pet July 19 Ord Aug 2
MORGAN, LOUIS, and AARON MORGAN, Radstock, Somerset, Fruit Merchants Frome Pet Aug 2 Ord Aug 2
NIXON, LOWSEY, Dearham, Grocer Cockermouth Pet Aug 1 Ord Aug 1
ROBINSON, AMY ANNE, York bldgs, Adelphi, Strand High Court Pet June 25 Ord Aug 1
ROTHERY, ALBERT, Harlescott rd, Nunhead High Court Pet May 24 Ord Aug 1
SMITH, ALLISON, Holmbush rd, Putney Heath Wandsworth Pet July 2 Ord Aug 1
VICTORIA PUBLISHING CO, THE, Gerrard st, Soho High Court Pet July 10 Ord Aug 1
WALKE, HENRY GEORGE, Ambra Vale, Bristol, Furniture Maker Bristol Pet Aug 1 Ord Aug 1
WHITWORTH, JOHN WILLIAM, Luton, Restaurateur Luton Pet Aug 2 Ord Aug 2
WILLIAMS, THOMAS KENWAY, Penmett, Staffs, Physician Stourbridge Pet July 31 Ord July 31
WILLIAMS, WILLIAM BRISTOW, Devizes, Grocer Bath Pet Aug 2 Ord Aug 2
YOUNG, FRANK WILLIAM, Caerphilly, Glam, Credit Draper Pontypridd Pet July 31 Ord July 31

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